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No. 49। NEW DELHI, DECEMBER 2—DECEMBER 8, 2012, SATURDAY/AGRAHAYANA 11—AGRAHAYANA 17, 1934

भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय
(कार्मिक एवं प्रशिक्षण विभाग)
नई दिल्ली, 29 नवम्बर, 2012

MINISTRY OF PERSONNEL, PUBLIC
GRIEVANCES AND PENSIONS
(Department of Personnel and Training)
New Delhi, the 29th November, 2012

का. आ. 3524.—केंद्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए राजस्थान राज्य सरकार, गृह (ग्रेड-V) विभाग, जयपुर की दिनांक 12 जून, 2012 की अधिसूचना संख्या एफ 19(25) गृह/5/2012 द्वारा प्राप्त सहमति से पुलिस स्टेशन हिंदोन सदर, जिला करौली (राजस्थान) में पंजीकृत भारतीय दंड संहिता 1860 (1860 का अधिनियम संख्या 45 की धारा 363 और 366) के अधीन पंजीकृत मामला संख्या 283/10 तथा प्रयासों, दुष्प्रेरणा तथा षड्यंत्र तथा उसी संव्यवहार के अनुक्रम में किए गए अपराध/अपराधों या उन्हीं तथ्यों से उत्पन्न मामलों का अन्वेषण करने के संबंध में दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार सम्पूर्ण राजस्थान राज्य के संबंध में करती है।

[फा. सं. 228/42/2012-एवीडी-II]

राजीव जैन, अवर सचिव

S.O. 3524.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Rajasthan, Home (Gr. V) Department, Jaipur vide Notification F. 19 (25) Home-5/2012 dated 12th June, 2012, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Rajasthan for investigation of Case No. 283/10 under Sections 363 and 366 of the Indian Penal Code, 1860 (Act No. 45 of 1860) registered at Police Station Hindaun Sadar, District-Karauli (Rajasthan) and attempts, abetments and conspiracies in relation to or in connection with the above mentioned offences and any other offence or offences committed in course of the same transaction or arising out of the same facts.

[F. No. 228/42/2012-AVD-II]

RAJIV JAIN, Under Secy.

नई दिल्ली, 29 नवम्बर, 2012

का. आ. 3525.—केन्द्रीय सरकार, जनरल कलाजिज अधिनियम, 1897 (1897 का अधिनियम सं. 10) की धारा 21 के साथ पठित दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए अनुबंध आधार पर केन्द्रीय अन्वेषण ब्यूरो के विशेष लोक अभियोजक के रूप में श्री शेखर चक्रवर्ती, एडवोकेट की इस विभाग की दिनांक 25-08-2010 की अधिसूचना सं. 225/36/2010-एवीडी-II द्वारा जारी की गई नियुक्ति को एतद्वारा रद्द किया जाता है।

[सं. 225/36/2010-एवीडी-II]

राजीव जैन, अवर सचिव

New Delhi, the 29th November, 2012

S. O. 3525.—In exercise of the powers conferred by sub-section (2) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), r/w section 21 of the General Clauses Act, 1897 (Act No. 10 of 1897), the Central Government hereby cancel the appointment of Shri Sekhar Chakrabarti, Advocate, as Public Prosecutor on contract basis in the Central Bureau of Investigation issued by this Department Notification No. 225/36/2010-AVD-II dated 25-08-2010.

[No. 225/36/2010-AVD-II]

RAJIV JAIN, Under Secy.

नई दिल्ली, 5 दिसम्बर, 2012

का. आ. 3526.—केन्द्रीय सरकार एतद्वारा दण्ड प्रक्रिया संहिता 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उपधारा (2) सपठित जनरल क्लाजेज अधिनियम, 1897 (1897 का अधिनियम सं. 10) की धारा 16 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए दिनांक 12-12-2011 की विभागीय अधिसूचना सं. 202/5/2011-एवीडी-II द्वारा जारी श्री बलवन्त राय अग्रवाल, वकील की अनुबंध आधार पर केन्द्रीय अन्वेषण ब्यूरो में लोक अभियोजक के रूप में नियुक्ति को रद्द करती है।

[सं. 202/5/2011-एवीडी-II]

राजीव जैन, अवर सचिव

New Delhi, the 5th December, 2012

S. O. 3526.—In exercise of the powers conferred by sub-section (2) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), r/w section 16 of the General Clauses Act, 1897 (Act No. 10 of 1897), the Central Government hereby cancel the appointment of Shri Balwant Rai Agarwal, Advocate as Public Prosecutor on contract basis in the Central Bureau of Investigation issued by this Department Notification No. 202/5/2011-AVD-II dated 12-12-2011.

[No. 202/5/2011-AVD-II]

RAJIV JAIN, Under Secy.

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

आदेश

नई दिल्ली, 3 दिसम्बर, 2012

का.आ. 3527.—जबकि केन्द्र सरकार ने स्वीकृति पत्र सं. 18(9)99-आईएफ-1, दिनांक 30-03-2002 के द्वारा वर्ष 2002 में राष्ट्रीय औद्योगिक ऋण--भारतीय निर्यात-आयात बैंक (भारतीय लघु उद्योग विकास बैंक, भारतीय औद्योगिक निवेश बैंक तथा भारतीय औद्योगिक विकास बैंक सहित) द्वारा लिए गए ऋण के संबंध में दीर्घाधिक परिचालन [एनआईसी (एलटीओ)] की जवाबदेही अपने ऊपर ली थी। एनआईसी (एलटीओ) के लिए भारतीय निर्यात-आयात बैंक (एग्जिम बैंक) के मामले में कुल राशि 559.3745 करोड़ रुपये (पांच सौ उनसठ करोड़, सैंतीस लाख पैंतालीस हजार रुपये) है। इन उत्तरदायित्वों का वहन भारत सरकार द्वारा किया गया और बदले में एग्जिम बैंक ने 8% की दर पर भारत सरकार को 559.3745 करोड़ रुपये के समग्र मूल्य का एग्जिम बैंक बांड 2022 (टीयर-1) जारी किया, जिसके परिपक्वता की तारीख 29 मार्च, 2022 है और जबकि पत्र सं. जीओ.आई/बजट/2012, दिनांक 15-05-2012 के द्वारा इन बांडों के परिवर्तनीयता खंड में यह व्यवस्था है कि ये बांड ईक्विटी में परिवर्तनीय हैं और अगले 20 वर्षों तक तत्कालीन उपयुक्त ब्याज दर पर और जैसा कि एग्जिम बैंक द्वारा इन बांडों को ईक्विटी में परिवर्तित करने के लिए अनुरोध किया जाए, जारी रह सकते हैं।

2. और जबकि केन्द्र सरकार भारतीय रिजर्व बैंक से परामर्श करके और विद्यमान परिस्थितियों को ध्यान में रखते हुए इससे संतुष्ट है कि उपर्युक्त बांडों का ईक्विटी में परिवर्तन जनहित में है और इस परिवर्तन से इसकी निवल सम्पत्तियों और इसके लाभ में वृद्धि होगी।

3. भारतीय निर्यात-आयात बैंक अधिनियम, 1981 (1981 का संख्या 28) की धारा 4 द्वारा प्रदत्त शक्तियों के अनुसरण में, केन्द्र सरकार एतद्वारा यह निदेश देती है कि 559.3745 करोड़ रुपये (केवल पांच सौ उनसठ करोड़, सैंतीस लाख और पैंतालीस हजार रुपये) के टीयर-1 पूंजी बांड को ईक्विटी पूंजी में परिवर्तित किया जाए और उक्त परिवर्तन को एग्जिम बैंक द्वारा भारतीय निर्यात-आयात बैंक अधिनियम, 1981 (1981 का सं. 28) की धारा 4 के संदर्भ में प्रमाण-पत्र जारी करके लागू किया जाए, एग्जिम बैंक की निर्गत पूंजी को केन्द्र सरकार द्वारा 559.3745 करोड़ रुपये के अतिरिक्त अंशदान के द्वारा बढ़ाया गया है। परिवर्तन की तारीख तक उक्त बांड पर अर्जित ब्याज का भुगतान एग्जिम बैंक द्वारा भारत सरकार को किया जाएगा।

[फा. सं. 9/9/2010-आई एफ-1]

एस. गोपाल कृष्ण, अवर सचिव

MINISTRY OF FINANCE

(Department of Financial Services)

ORDER

New Delhi, the 3rd December, 2012

S. O. 3527.—Whereas Central Government had, 2002 taken over liabilities towards National Industrial Credit—

Long Term Operations (NIC LTO) for the loans availed by Export-Import Bank of India (alongwith Small Industries Development) Bank of India, Industrial Investment Bank of India and Industrial Development Bank of India) vide sanction letter No. 18(9)/99-IF. I dated 30-03-2002. The total amount in the case of Export-Import Bank of India (EXIM. Bank) was Rs. 559.3745 crore (Rupees Five hundred fifty nine crore, thirty seven lakhs, forty five thousand only) for NIC (LTO). This liability was taken over by GOI and, in turn, the EXIM Bank issued to GOI, one 8% EXIM Bank Bond-2022 (Tier-I) for an aggregate value of Rs. 559.3745 crore carrying interest thereon @ 8% p.a., maturing on March 29, 2022. And whereas the convertibility clause of these bonds provides that these bonds are convertible into equity or can be rolled over for a period of another 20 years at an interest rate that may be appropriate at that time and, as such, EXIM. Bank requested for conversion of these bonds into equity, vide letter No. GOI/Budget/2012 dated 15-05-2012.

2. And whereas the Central Government, after consultation with the Reserve Bank of India and having due regard to the prevailing circumstances, is satisfied that conversion of the above bonds into equity is in the public interest and this conversion increase its net worth and profitability.

3. Now, therefore, in pursuance of the powers conferred by Section-4 of the Export-Import Bank of India Act, 1981 (No. 28 of 1981), the Central Government hereby directs that the Tier I Capital Bonds to the tune of Rs. 559.3745 crore (Rupees Five hundred fifty nine crore, thirty seven lakhs and forty five thousand only) be converted into Equity Capital and the said conversion will be effected by the EXIM Bank through issue of certificate that in terms of Section 4 of the Export-Import Bank of India Act, 1981 (No. 28 of 1981), the issued capital of the EXIM. Bank has been increased by the Central

Government by further subscription of Rs. 559.3745 crore. The interest accrued on the said Bonds, till the date of conversion will be paid by EXIM Bank to the Government of India.

[F.No. 9/9/2010-IF-I]

S. GOPAL KRISHNA, Under Secy.

नई दिल्ली, 6 दिसम्बर, 2012

का. आ. 3528.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा (3) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा, डॉ. रजत भार्गव, संयुक्त सचिव (बजट), आर्थिक कार्य विभाग को श्री शक्तिकान्त दास के स्थान पर तत्काल प्रभाव से और अगले आदेश होने तक इंडियन बैंक के निदेशक मण्डल में सरकार द्वारा नामित निदेशक के रूप में नामित करती है।

[फा. सं. 6/3/2012-बीओ-1]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 6th December, 2012

S. O. 3528.—In exercise of the powers conferred by clause (b) of Sub-Section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980, read with sub-clause (1) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby nominates Dr. Rajat Bhargava, Joint Secretary (Budget), Department of Economic Affairs, as Government Nominee Director on the Board of Directors of Indian Bank with immediate effect and until further orders vice Shri Shaktikanta Das.

[F.No. 6/3/2012-BO-I]

VIJAY MALHOTRA, Under Secy.

स्वास्थ्य एवं परिवार कल्याण मंत्रालय

नई दिल्ली, 6 जून, 2012

का. आ. 3529.—केन्द्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्द्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है अर्थात् :-

2. "बाबा फरीद स्वास्थ्य विज्ञान, विश्वविद्यालय पंजाब द्वारा प्रदत्त दंत चिकित्सा डिग्रियों की मान्यता के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में क्रम संख्या 53 के समक्ष कालम 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अन्तःस्थापित की जाएंगी :-

"15. ज्ञान सागर डेंटल कालेज, पटियाला

(1) बैचलर आफ डेंटल सर्जरी

(यदि 24-1-2012 को अथवा उसके पश्चात् प्रदान की गई हो)

बीडीएस, बाबा फरीद स्वास्थ्य विज्ञान विश्वविद्यालय, पंजाब"

[फा. सं. वी. 12017/90/2006-डीई]

सूबे सिंह, उप सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

New Delhi, the 6th June, 2012

S. O. 3529.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of columns 2 and 3 against Serial No. 53, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Baba Farid University of Health Sciences, Punjab, the following entries shall be inserted thereunder :—

“XV. Gian Sagar Dental College, Patiala

(i) Bachelor of Dental Surgery
(if granted on or after 24-1-2012)

BDS, Baba Farid University of Health Sciences,
Punjab.”

[F.No. V. 12017/90/2006-DE]

SUBE SINGH, Dy. Secy.

नई दिल्ली, 25 जून, 2012

का. आ. 3530.—केन्द्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्द्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है अर्थात् :—

2. “एम.जे.पी. रोहिलखंड विश्वविद्यालय, बरेली” द्वारा प्रदत्त दंत चिकित्सा डिग्रियों की मान्यता के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में दंत विज्ञान संस्थान, बरेली के संबंध में क्रम संख्या 61 के समक्ष कालम 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अन्तःस्थापित की जाएंगी :

“(II) मास्टर ऑफ डेंटल सर्जरी

ओरल पैथोलोजी एवं
माइक्रोबायोलोजी (यदि 16-3-2012 को अथवा
उसके पश्चात् प्रदान की गई हो)

एमडीएस (ओरल पैथ.),
एम.जे.पी. रोहिलखंड विश्वविद्यालय, बरेली”

[सं. वी-12017/23/2007-डीई]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 25th June, 2012

S.O. 3530.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of columns 2 and 3 against Serial No. 61, in respect of Institute of Dental Sciences, Bareilly, in part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by M.J.P. Rohilkhand University, Bareilly, the following entries shall be inserted thereunder :—

“(ii) Master of Dental Surgery

- Oral Pathology and Microbiology
(if granted on or after 16-3-2012)

MDS (Oral Path.), M. J. P. Rohilkhand
University, Bareilly.”

[No. V-12017/23/2007-DE]

ANITA TRIPATHI, Under Secy.

(स्वास्थ्य एवं परिवार कल्याण विभाग)

नई दिल्ली, 29 जून, 2012

का. आ. 3531.—केन्द्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 16 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने और संबंधित मेडिकल संस्थानों को जारी नोटिसों पर उनके द्वारा दिए गए अभ्यावेदनों पर विचार करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात् :—

2. “महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक” द्वारा प्रदत्त दंत चिकित्सा डिग्रियों की मान्यता के संबंध में उक्त अनुसूची के भाग-1 में जमनालाल गोयेन्का डेंटल कालेज एवं अस्पताल, अकोला के संबंध में क्रम संख्या 60 (x) के समक्ष शीर्षक “मान्यताप्राप्त दंत अर्हता” [कालम 2 में] एवं “पंजीकरण के लिए संक्षेप” [कालम 3 में] की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अन्तःस्थापित की जाएंगी:—

(2)	(3)
(x) जमनालाल गोयेन्का डेंटल कालेज एवं अस्पताल, अकोला (यदि वर्ष 2012 में या उससे पहले प्रदान की गई हो)	बीडीएस, महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक

[सं. वी-12017/51/1999-डीई]

अनिता त्रिपाठी, अवर सचिव

(Department of Health and Family Welfare)

New Delhi, the 29th June, 2012

S. O. 3531.—In exercise of the powers conferred by sub-section (4) of the Section 16 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consulting the Dental Council of India and considering the representations made by the concerned medical institutions on the notices served upon them, hereby makes the following further amendments in the Part-I of the Schedule to the said Act, namely :—

In the existing entries against Serial No. 60(x) in the Part-I of the said Schedule pertaining to the dental degree awarded by “Maharashtra University of Health Sciences, Nashik” in respect of Jamanlal Goenka Dental College and Hospital, Akola under the heading ‘Recognized Dental Qualification’ [in column (2)] and under the heading ‘Abbreviation for Registration’ [in column (3)], the following shall be substituted, namely :—

(2)	(3)
(x) Jamanlal Goenka Dental College and Hospital, Akola (if granted on or before the year 2012)	BDS, Maharashtra University of Health Sciences, Nashik

[No. V-12017/51/1999-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 8 अगस्त, 2012

का. आ. 3532.—केन्द्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित और संशोधन करती है, अर्थात् :—

(2) “महात्मा गांधी विश्वविद्यालय, कोटायम” द्वारा प्रदत्त दंत चिकित्सा डिग्रियों की मान्यता के महात्मा गांधी विश्वविद्यालय, कोटायम के संबंध में दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 68 के समक्ष कालम 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अन्तःस्थापित की जाएंगी—

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(2)

(3)

“VI. पुष्पागिरी कालेज आफ डेंटल
साइंसेज, तिरुवला, केरल

(i) बैचलर आफ डेंटल सर्जरी (यदि 20-12-2011 को
अथवा उसके पश्चात् प्रदान की गई हो)

बीडीएस, महात्मा गांधी विश्वविद्यालय, कोट्टायम”

[सं. वी-12017/36/2005-डीई]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 8th August, 2012

S. O. 3532.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of columns 2 and 3 against Serial No. 68 in Part-I of the Schedule to the Dentist Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Mahatma Gandhi University, Kottayam the following entries shall be inserted thereunder :—

(2)

(3)

“IV. Pushpagiri College of Dental Sciences, Tiruvalla,
Kerala.

(i) Bachelor of Dental
Surgery (if granted on
or after 20-12-2011)

BDS, Mahatma Gandhi University,
Kottayam.”

[No. V-12017/36/2005-DE]

ANITA TRIPATHI, Under Secy..



नई दिल्ली, 24 अगस्त, 2012

का. आ. 3533.—केन्द्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है अर्थात् :—

2. संतोष विश्वविद्यालय, गाजियाबाद द्वारा प्रदत्त दंत चिकित्सा डिग्रियों की मान्यता के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में संतोष डेंटल कालेज व अस्पताल, गाजियाबाद के संबंध में क्रम संख्या 106 के समक्ष कालम 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अन्तःस्थापित की जाएंगी :—

(2)

(3)

“मास्टर आफ डेंटल सर्जरी

ओरल एंड मैक्सिलोफेसियल सर्जरी यदि 17-4-2012
को अथवा उसके पश्चात् प्रदान की गई हो)

एमडीएस (ओरल एंड मैक्स सर्जरी), संतोष विश्वविद्यालय,
गाजियाबाद

परियोडोन्टोलोजी (यदि 19-4-2012 को
अथवा इसके पश्चात् प्रदान की गई हो)

एमडीएस (पिरियो) संतोष विश्वविद्यालय, गाजियाबाद

आर्थोडोन्टिक्स एंड डेंटोफेसियल आर्थोडोन्टिक्स
(यदि 21-4-2012 को अथवा उसके पश्चात् प्रदान
की गई हो)

एमडीएस (आर्थो) संतोष विश्वविद्यालय, गाजियाबाद

(2)	(3)
पेडोडोन्टिक्स एंड प्रिवेन्टिव डेन्टिस्ट्री) यदि 19-4-2012 को अथवा उसके पश्चात् प्रदान की गई हो)	एमडीएस (पेडो) संतोष विश्वविद्यालय, गाजियाबाद
प्रोस्थोडोन्टिक्स तथा क्राउन एवं ब्रिज (यदि 26-4-2012 को अथवा उसके पश्चात् प्रदान की गई हो)	एमडीएस (प्रोस्थो.), डा. बी. आर. संतोष विश्वविद्यालय, गाजियाबाद

[सं. वी-12017/13/2003-डीई]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 24th August, 2012

S. O. 3533.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of column 2 & 3 against Serial No. 106 in respect of Santosh Dental College & Hospital, Ghaziabad, in Part-I of the Schedule to the Dentist Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Santosh University, Ghaziabad, the following entries shall be inserted thereunder :—

(2)	(3)
“Master of Dental Surgery	
-Oral & Maxillofacial Surgery (if granted on or after 17-4-2012)	MDS, (Oral & Max. Sur.), Santosh University, Ghaziabad.
-Periodontology (if granted on or after 19-4-2012)	MDS, (Perio.), Santosh University, Ghaziabad.
-Orthodontics & Dentofacial Orthopedics (if granted on or after 21-4-2012)	MDS, (Ortho.), Santosh University, Ghaziabad.
-Paedodontics & Preventive Dentistry (if granted on or after 19-4-2012)	MDS, (Peado.), Santosh University, Ghaziabad.
-Prosthodontics and Crown & Bridge (if granted on or after 26-4-2012)	MDS, (Prosth.), Santosh University, Ghaziabad.

[No. V-12017/13/2003-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 12 अक्टूबर, 2012

का. आ. 3534.—केन्द्र सरकार, इस विभाग के दिनांक 26-6-2012 की अधिसूचना सं. वी. 12017/44/2003 डी ई (खंड (VIII) दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है अर्थात् :-

2. “डा. बी.आर. अम्बेडकर विश्वविद्यालय, आगरा” द्वारा प्रदत्त दंत चिकित्सा डिग्रियों की मान्यता के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में शमा डेंटल कालेज एंड रिसर्च सेंटर कानपुर के संबंध में क्रम संख्या 58 के समक्ष कालम 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अन्तःस्थापित की जाएंगी :-

(2)	(3)
“पब्लिक हेल्थ डेन्टिस्ट्री” (यदि 11-6-2011 को अथवा उसके पश्चात् प्रदान की गई हो)	एमडीएस (पब्लिक हेल्थ), डा. बी.आर. अम्बेडकर विश्वविद्यालय, आगरा
ओरल पैथोजेनी एंड माइक्रोबायोलोजी (यदि 11-6-2011 को अथवा उसके पश्चात् प्रदान की गई हो)	एमडीएस (ओरल पैथो), डा. बी.आर. अम्बेडकर विश्वविद्यालय, आगरा

(2)	(3)
पेडोडोन्टिक्स एंड प्रिवेन्टिव डेन्टिस्ट्री (यदि 11-6-2011 को अथवा उसके पश्चात् प्रदान की गई हो)	एमडीएस (पेडो), डा. बी.आर. अम्बेडकर विश्वविद्यालय, आगरा
ओरल मेडिसिन एंड रेडियोलोजी (यदि 11-6-2011 को अथवा उसके पश्चात् प्रदान की गई हो)	एमडीएस (ओरल मेडि), डा. बी.आर. अम्बेडकर विश्वविद्यालय, आगरा

[सं. वी-12017/44/2003-डीई (खंड-VIII)]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 12th October, 2012

S. O. 3534.—In supersession to this Department's Notification No. V. 12017/44/2003-DE (Vol. VIII) dated 26-6-2012 and in exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of column 2 & 3 against Serial No. 58 in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Dr. B.R. Ambedkar University, Agra, the following entries in respect of Rama Dental College Hospital & Research Centre, Kanpur, shall be inserted thereunder :—

(2)	(3)
"Public Health Dentistry (if granted on or after 11-6-2011)	MDS, (Pub. Health), Dr. B. R. Ambedkar University, Agra
Oral Pathology & Microbiology (if granted on or after 11-6-2011)	MDS, (Oral Path.), Dr. B. R. Ambedkar University, Agra
Paedodontics and Preventive Dentistry (if granted on or after 11-6-2011)	MDS, (Pedo), Dr. B. R. Ambedkar University, Agra
Oral Medicine & Radiology (if granted on or after 11-6-2011)	MDS, (Oral Med.), Dr. B. R. Ambedkar University, Agra

[No. V-12017/44/2003-DE (Vol.-VIII)]

ANITA TRIPATHI, Under Secy.

सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय

नई दिल्ली, 6 दिसम्बर, 2012

का. आ. 3535.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में, सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय के नियंत्रणाधीन निम्नलिखित कार्यालय जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्द्वारा अधिसूचित करती है :

शाखा-सूक्ष्म, लघु व मध्यम उद्यम विकास संस्थान, एल-11 औद्योगिक संपदा, येय्याडि, मंगलूर-575008 (कर्नाटक) ।

[सं. ई-12016/01/2005-हिन्दी]

सी. के. मिश्रा, संयुक्त सचिव

MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES

New Delhi, the 6th December, 2012

S. O. 3535.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following office, under the control of the Ministry of Micro, Small & Medium Enterprises, whose more than 80% staff has acquired working knowledge in Hindi :

Branch Micro, Small & Medium Enterprise—Development Institute L-11, Industrial Estate, Yeyyadi, mangalore-575008 (Karnataka).

[No. E-12016/01/2005-Hindi]

C. K. MISHRA, Jt. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

(भारतीय मानक ब्यूरो)

नई दिल्ली, 30 अक्तूबर, 2012

का.आ. 3536.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :-

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 15471 : 2012/आई एस ओ 8641 : 2008 वायु आकाशीय--सेल्फ-लॉकिंग नट--अधिकतम प्रचालन तापमान 425 से. से अधिक --प्रापण विशिष्टि (पहला) पनुरीक्षण	-	अगस्त 2012
2.	आई एस 15469 : 2012/आई एस ओ 3185 : 2008 वायु आकाशीय--बोल्ट, सामान्य द्विषटकोणीय शीर्ष, सामान्य शैंक, छोटी अथवा मध्यम लंबाई की एम जे चूड़ियाँ, धात्विक सामग्री, लेपित अथवा अलेपित, सामर्थ्य वर्ग 1 100 में पा से कम अथवा समकक्ष--आयाम (पहला) पनुरीक्षण	-	अगस्त 2012
3.	आई एस 15956 : 2012/सड़क वाहन--द्रवित पेट्रोलियम गैस एल पी जी विशेष उपकरण--परिभाषाएँ, वर्गीकरण एवं सामान्य अपेक्षाएँ	-	अगस्त 2012
4.	आई एस 15957 : 2012/सड़क वाहन--द्रवित पेट्रोलियम गैस एल पी जी विशेष उपकरण--सामान्य डिजाइन अपेक्षाएँ, कार्यकारिता एवं परीक्षण प्रणालियाँ	-	अगस्त 2012

4404 GI/12-3

(1)	(2)	(3)	(4)
5.	आई एस 13437 : 2012/आई एस ओ 3559 : 1976 सड़क वाहन--मोटर वाहनों तथा उनके ट्रेलरों में फिट की गई लाइटों की कार्यकारी वोल्टता (पहला पुनरीक्षण)	-	अगस्त 2012
6.	आई एस 2577 : (भाग 1) : 2012/आई एस ओ 8820-1 2008 सड़क वाहन-फ्यूजन-लिक भाग 1 परिभाषाएं एवं सामान्य परीक्षण अपेक्षाएं (दूसरा पुनरीक्षण)	-	अगस्त 2012
7.	आई एस 2577 : (भाग 2) : 2012/आई एस ओ 8820-2 2005 सड़क वाहन-फ्यूजन-लिक भाग 2 उपभोगकर्ता की मार्गदर्शिका (दूसरा पुनरीक्षण)	-	अगस्त 2012
8.	आई एस 2577 : (भाग 4) : 2012/आई एस ओ 8820-4 2002 सड़क वाहन-फ्यूजन-लिक भाग 4 फीमेल सम्पर्क वाले फ्यूज-लिक (टाइप ए) एवं बोल्ट-इन-सम्पर्क (टाइप बी) एवं उनके परीक्षण अनुलगनी (दूसरा पुनरीक्षण)	-	सितंबर 2012
9.	आई एस 2577 : (भाग 5) : 2012/आई एस ओ 8820-5 2007 सड़क वाहन-फ्यूज-लिक भाग 5 एक्सअल टर्मिनल वाले फ्यूज-लिक (स्ट्रिप फ्यूज-लिक) टाइप एस एफ 30 एवं एस एफ 51 एवं उनके परीक्षण अनुलगनी (दूसरा पुनरीक्षण)	-	सितंबर 2012
10.	आई एस 2577 : (भाग 6) : 2012/आई एस ओ 8820-6 2007 सड़क वाहन-फ्यूज-लिक भाग 6 सिंगल बोल्ट फ्यूज-लिक (दूसरा पुनरीक्षण)	-	सितंबर 2012
11.	आई एस 2577 : (भाग 7) : 2012/आई एस ओ 8820-7 2007 सड़क वाहन-फ्यूज-लिक भाग 7 450 वो. की रेटित वोल्टता के टैब (टाइप जी) वाले फ्यूज-लिक (दूसरा पुनरीक्षण)	-	सितंबर 2012
12.	आई एस 15943 : 2012 स्वचलन वाहन-जीन, चार और चार पहियों से अधिक के मोटर वाहनों के लिए हैंड-होल्ड-विशिष्ट	-	सितंबर 2012

इस भारतीय मानक की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फ़र मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : टी ई डी/जी-16]

पी.सी. जोशी, वैज्ञानिक 'एफ' एवं प्रमुख (टी ई डी)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)
(BUREAU OF INDIAN STANDARDS)

New Delhi, the 30th October, 2012

S.O. 3536.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No., Year and title of the Indian Standards Established	No. and Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date Established
(1)	(2)	(3)	(4)
1.	IS/15471 : 2012/ISO 8641 : 2008 Aerospace—Self-Locking nuts with maximum operating temperature greater than 4250 C—Procurement specification (First Revision)	-	August 2012
2.	IS/15469 : 2012/ISO 3185 : 2008 Aerospace—Bolts, Normal bihexagonal head, normal shank, short or medium length MJ threads, metallic material, coated or uncoated, strength classes less than or equal to 1 100 MPa Dimensions (First Revision)	-	August 2012

(1)	(2)	(3)	(4)
3.	IS/15956 : 2012/Road vehicles—Liquified petroleum gas (LPG) specific equipments—Definitions, classification and general requirements	-	August 2012
4.	IS/15957 : 2012/Road vehicles—Liquified petroleum gas (LPG) specific equipments—general, design requirements, performance and test methods	-	August 2012
5.	IS/13437 : 2012/ISO 3559 : 1976 Road vehicles—Working voltages for lights fitted to motor vehicles and to their trailers (First Revision)	-	August 2012
6.	IS/2577 (Part 1) : 2012/ISO 8820-1 : 2008 Road vehicles—Fuse-Links Part 1 Definitions and General test requirements (Second Revision)	-	August 2012
7.	IS/2577 (Part 2) : 2012/ISO 8820-2 : 2005 Road vehicles—Fuse-Links Part 2 User's guide (Second Revision)	-	August 2012
8.	IS/2577 (Part 4) : 2012/ISO 8820-4 : 2002 Road vehicles—Fuse Links Part 4 Fuse-links with female contacts (Type A) and Bolt-In contacts (Type B) and their test fixtures (Second Revision)	-	Sept. 2012
9.	IS/2577 (Part 5) : 2012/ISO 8820-5 : 2007 Road Vehicles—Fuse Links Part 5 Fuse-Links with Axial terminals (Strip Fuse-links) Types SF 30 and SF 51 and Test fixtures (Second Revision)	-	Sept. 2012
10.	IS/2577 (Part 6) : 2012/ISO 8820-6 : 2007 Road Vehicles—Fuse Links Part 6 Single-Bolt Fuse-Links (Second Revision)	-	Sept. 2012
11.	IS/2577 (Part 7) : 2012/ISO 8820-7 : 2007 Road Vehicles—Fuse Links Part 7 Fuse-Links with tabs (Type G) with Rated voltage of 450 V (Second Revision)	-	Sept. 2012
12.	IS/15943 : 2012 Automotive vehicles—Hand-Holds for Three, Four and more than four wheeled motor vehicles—specification	-	Sept. 2012

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref. TED/G-16]

P. C. JOSHI, Scientist 'F' & Head (Transport Engg.)

नई दिल्ली, 21 नवम्बर, 2012

का.आ. 3537.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि अधिसूची में दिये गये मानक (को) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम सं.	संशोधित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 1079 : 2009 तप्त बेल्लित कार्बन की चादरें एवं पत्ती—विशिष्ट (छठा पुनरीक्षण)	संशोधन संख्या 1 नवम्बर 2012	15-11-2012
2.	आई एस 2002 : 2009 दाब पात्र एवं बॉयलर के लिए मध्यवर्ती और उच्च तापमान सेवाओं हेतु इस्पात की प्लेट (तीसरा पुनरीक्षण)	संशोधन संख्या 1 नवम्बर 2012	15-11-2012
3.	आई एस 2062 : 2011 तप्त बेल्लित मध्यम एवं उच्च तन्यता के संरचना इस्पात—विशिष्ट (सातवाँ पुनरीक्षण)	संशोधन संख्या 1 नवम्बर 2012	15-11-2012
4.	आई एस 10748 : 2004 वेल्डिड ट्यूब एवं पाइपों के लिए तप्त-बेल्लित इस्पात की पत्तियाँ—विशिष्ट (दूसरा पुनरीक्षण)	संशोधन संख्या 1 नवम्बर 2012	15-11-2012

इस संशोधन की प्रति भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फ़र मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ एमटीडी 4/टी-5, 3, 74 और 183]

पी. घोष, वैज्ञानिक 'एफ' एवं प्रमुख (एमटीडी)

New Delhi, the 21st November, 2012

S.O. 3537.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Amendment, Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	IS No. and title of the amendment (s)	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 1079 : 2009 Hot rolled carbon steel sheet and strip - Specification (sixth revision)	Amendment No. 1 November, 2012	15-11-2012
2.	IS/2002 : 2009 Steel plate for pressure vessel for intermediate and high temperature service including boilers (third revision)	Amendment No. 1 November, 2012	15-11-2012
3.	IS/2062 : 2011 Hot rolled medium and high tensile structural steel—Specification (seventh revision)	Amendment No. 1 November, 2012	15-11-2012

(1)	(2)	(3)	(4)
4.	IS/10748 : 2004 Hot rolled steel strip for welded tubes and pipes—Specification (second revision)	Amendment No. 1 November, 2012	15-11-2012

Copy of this amendment is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. MTD 4/T-5, 3, 74 & 183]

P. GHOSH, Scientist 'F' & Head (Met Engg.)

नई दिल्ली, 21 दिसम्बर, 2012

का.आ. 3538.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि अधिसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम सं.	संशोधित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 15774 : 2007 इस्पात बनाने के लिए स्पंज लौहा/प्रत्यक्ष अपचयित लौहा (डीआरआई), तप्त और अतप्त इष्टिकाकृत लौहा--विशिष्ट	संशोधन संख्या 2 नवम्बर, 2012	30-11-2012

इस संशोधन की प्रति भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ एमटीडी/30/टी-26]

पी. घोष, वैज्ञानिक 'एफ' एवं प्रमुख (एमटीडी)

New Delhi, the 21st December, 2012

S.O. 3538.—In pursuance of clause (b) of sub-rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Amendment, Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	IS No. and Title of the amendment (s)	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS/15774 : 2007/Sponge iron/direct reduced iron (DRI) hot briquetted iron (HBI) and cold briquetted iron (CBI) for steel making—specification	Amendment No. 2 November, 2012	30-11-2012

4404 GI/12-4

Copy of this amendment is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. MTD 30/T-26]

P. GHOSH, Scientist 'F' & Head (Met Engg.)

नई दिल्ली, 23 नवम्बर, 2012

का.आ. 3539.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम सं.	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 187 : 1978 कपास के बने लकड़ लाट की विशिष्टि (दूसरा पुनरीक्षण)	संशोधन संख्या 3 नवम्बर, 2012	नवम्बर 2012

इस संशोधन की प्रति भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ टीएक्सडी/जी-25]

अनिल कुमार, वैज्ञानिक 'ई' एवं प्रमुख (टीएक्सडी)

New Delhi, the 23rd November, 2012

S.O. 3539.—In pursuance of clause (b) of sub-rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Amendment, Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No., Title and Year of the Indian Standards	No. and Year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS/187 : 1978 Specification for Cotton Long Cloth (Second Revision)	Amendment No. 3 November, 2012	November, 2012

Copy of this amendment is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. TXD/G-25]

ANIL KUMAR, Scientist 'E' & Head (TXD)

नई दिल्ली, 26 नवम्बर, 2012

का. आ. 3540.—भारतीय मानक ब्यूरो नियम, 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आईएस 950:2012 फायर ब्रिगेड में प्रयोग होने वाले टाइप-बी प्रकार के पानी के टैंडर की कार्यात्मक अपेक्षाएं (तीसरा पुनरीक्षण)	आई एस 950:1980	31 अक्टूबर 2012

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ सीईडी/राजपत्र]

डी. के. अग्रवाल, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियरी)

New Delhi, the 26th November, 2012

S. O. 3540.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :—

SCHEDULE

Sl. No.	No. and Year of the Indian Standards Established	No. and Year of Indian Standards, if any, Superseded by the New Indian Standards	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS 950:2012 Functional requirements for water tender, Type-B for fire brigade use (Third revision)	IS 950:1980	31 October, 2012

Copy of this standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref. CED/Gazette]

D. K. AGRAWAL, Scientist 'F' & Head (Civil Engg.)

नई दिल्ली, 27 नवम्बर, 2012

का. आ. 3541.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 9396 (भाग 2) : 2012 खाद्य और पेय पदार्थों के लिए गोल खुले शीर्ष स्वास्थ्यकर डिब्बे- विशिष्ट भाग 2 साइज और सामान्य अपेक्षाएँ (दूसरा पुनरीक्षण)	आई एस 9396 (भाग 2) : 1987 खाद्य और पेय पदार्थों के लिए गोल खुले शीर्ष स्वास्थ्यकर डिब्बे- भाग-2 साइज और सामान्य अपेक्षाएँ (पहला पुनरीक्षण)	31-10-2012

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ एमटीडी 32/टी-5]

पी. घोष, वैज्ञानिक 'एफ' एवं प्रमुख (एमटीडी)

New Delhi, the 27th November, 2012

S. O. 3541.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :—

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. and Year of Indian Standards, if any, Superseded by the New Indian Standards	Date of Established
(1)	(2)	(3)	(4)
1.	IS 9396 (Part 2) : 2012 Round open top sanitary cans for foods and drinks — Specification -Part 2 Sizes and general requirements (second revision)	IS 9396 (Part 2) : 1987 Round open top sanitary cans for foods and drinks Part-2 Sizes and general requirements (first revision)	31-10-2012

Copy of this standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref. MTD 32/T-5]

P. GHOSH, Scientist 'F' & Head (MTD)

नई दिल्ली, 30 नवम्बर, 2012

का. आ. 3542.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद् द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हों, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस/आईएसओ 718 : 1990 प्रयोगशाला ग्लॉसवेयर - ताप प्रघात एवं ताप प्रघात-सह्यता- परीक्षण पद्धतियाँ	-	31 अगस्त, 2012
2.	आई एस/आईएसओ 4787 : 2010 प्रयोगशाला ग्लॉसवेयर - आयतनी साधन - क्षमता और उपयोग के लिए परीक्षण पद्धतियाँ	-	31 अगस्त, 2012
3.	आई एस 5623 : 2012/आईएसओ 7991:1987 कॉच - मध्य रेखीय तापीय प्रसार गुणांक ज्ञात करना (दूसरा पुनरीक्षण)	-	31 अगस्त, 2012
4.	आई एस 11468 : 2012/आईएसओ 1769:1975 प्रयोगशाला ग्लॉसवेयर - पिपेट- रंग संहिता (पहला पुनरीक्षण)	-	31 अगस्त, 2012

इन भारतीय मानकों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं। भारतीय मानकों को <http://www.standardsbis.in> द्वारा इंटरनेट पर खरीदा जा सकता है।

[संदर्भ सीएचडी 10/आईएस/आईएसओ 718 और अन्य]
एस. एन. चटर्जी, वैज्ञानिक 'एफ' एवं प्रमुख (रसायन विभाग)

New Delhi, the 30th November, 2012

S. O. 3542.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :—

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. and Year of Indian Standards, if any, Superseded by the New Indian Standards	Date of Established
(1)	(2)	(3)	(4)
1.	IS /ISO 718 : 1990 Labortory Glassware — Thermal shock and thermal shock endurance -test methods	-	31 August, 2012
2.	IS /ISO 4787 : 2010 Labortory Glassware — Volumetric Instruments -Methods for testing of capacity and for use	-	31 August, 2012
3.	IS 5623 : 2012/ISO 7991:1987 Glass — Determination coefficient of mean linear thermal expansion (second revision)	-	31 August, 2012

4404 GI/12-5

(1)	(2)	(3)	(4)
4.	IS 11468 : 2012/ISO 1769:1975 Laboratory Glass—Pipettes -Colour Coding (first revision)	-	31 August, 2012

Copy of these standards is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram. On line purchase of Indian standard can be made at <http://www.standardsbis.in>

[Ref. CHD 10/IS/ISO 718 and others]

S. N. CHATTERJEE, Scientist 'F' & Head (CHD)

नई दिल्ली, 30 नवम्बर, 2012

का. आ. 3543.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गये हैं :—

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस/आईएसओ 4803 : 1978 प्रयोगशाला ग्लॉसवेयर - बोरोसिलिकेट कॉच का टयूबिंग	-	31 अगस्त, 2012
2.	आई एस 14868 : 2012/आईएसओ 641 : 1978 प्रयोगशाला ग्लॉसवेयर - अन्तरपरिवर्तनीय गोलाकार घर्षत कॉच जोड़ (पहला पुनरीक्षण)	-	31 अगस्त, 2012
3.	आई एस/आईएसओ 24998 : 2008 प्रयोगशाला के लिए प्लास्टिक का सामान-सूक्ष्मजैविक प्रक्रियाओं के लिए पेट्री डिशों का एकल -प्रयोग	-	31 अगस्त, 2012

इन भारतीय मानकों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं। भारतीय मानकों को : <http://www.standardsbis.in> द्वारा इंटरनेट पर खरीदा जा सकता है।

[संदर्भ सीएचडी 10/आईएस/आईएसओ 4803]

एस. एन. चटर्जी, वैज्ञानिक 'एफ' एवं प्रमुख (रसायन विभाग)

New Delhi, the 30th November, 2012

S. O. 3543.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :—

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. and Year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS/ISO 4803 : 1978 Laboratory Glassware — Borosilicate glass tubing	-	31 August, 2012
2.	IS 14868 : 2012/ISO 641:1975 Laboratory Glassware —Interchangeable Spherical Ground Glass Joints (First revision)	-	31 August, 2012
3.	IS/ISO 24998 : 2008 Plastic Laboratory ware -single use petridishes for microbiological procedures	-	31 August, 2012

Copy of these standards is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram. On line purchase of Indian standard can be made at <http://www.standardsbis.in>.

[Ref. CHD 10/IS/ISO 4803]

S. N. CHATTERJEE, Scientist 'F' & Head (CHD)

नई दिल्ली, 30 नवम्बर, 2012

का. आ. 3544.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गये हैं :—

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 2303 (भाग 1/अनुभाग 1): 2012/आईएसओ 719:1985 कॉच श्रेणीकरण भाग 1 परीक्षण पद्धति एवं वर्गीकरण अनुभाग 1 98° सेल्सियस पर कॉच के कणों का जलीय प्रतिरोध (दूसरा पुनरीक्षण)	-	31 अगस्त, 2012
2.	आई एस 2303 (भाग 1/अनुभाग 2): 2012/आईएसओ 720:1985 कॉच श्रेणीकरण भाग 2 परीक्षण पद्धति एवं वर्गीकरण अनुभाग 2 121° सेल्सियस पर कॉच के कणों का जलीय प्रतिरोध (दूसरा पुनरीक्षण)	-	31 अगस्त, 2012

इन भारतीय मानकों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं। भारतीय मानकों को <http://www.standardsbis.in> द्वारा इंटरनेट पर खरीदा जा सकता है।

[संदर्भ सीएचडी 10/आईएस 2303 (भाग 1/अनुभाग 1) और (भाग 1/अनुभाग 2)]
एस. एन. चटर्जी, वैज्ञानिक 'एफ' एवं प्रमुख (रसायन विभाग)

New Delhi, the 30th November, 2012

S. O. 3544.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :—

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. and Year of Indian Standards, if any, Superseded by the New Indian Standards	Date of Established
(1)	(2)	(3)	(4)
1.	IS 2303 (Part 1/Sec 1):2012 / ISO 719: 1985 Grading Glass — Hydrolytic resistance of glass grains at 98° C— Method of test and classification (second revision of IS 2303 Part 1/Sec 1)	-	31 August, 2012
2.	IS 2303 (Part 1/Sec 2):2012 / ISO 720: 1985 Grading Glass — Hydrolytic resistance of glass grains at 121° C— Method of test and classification (second revision of IS 2303 Part 1/Sec 2)	-	31 August, 2012

Copy of these standards is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram. On line purchase of Indian standard can be made at <http://www.standardsbis.in>.

[Ref. CHD 10/IS 2303 (Part 1/Sec 1) and (Part 1/Sec 2)]

S. N. CHATTERJEE, Scientist 'F' & Head (CHD)

नई दिल्ली, 30 नवम्बर, 2012

का. आ. 3545.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गये हैं :—

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 14360 : 2012 अर्धक्रोम स्वेड उपल्ले के लिए चमड़ा - विशिष्ट (पहला पुनरीक्षण)	-	31 अगस्त, 2012
2.	आई एस 14361 : 2011 पेटेंट चमड़ा - विशिष्ट (पहला पुनरीक्षण)	-	31 अक्टूबर, 2011

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं। भारतीय मानकों को <http://www.standardsbis.in> द्वारा इंटरनेट पर खरीदा जा सकता है।

[संदर्भ: सीएचडी 17/आईएस 14360 और 14361]

एस. एन. चटर्जी, वैज्ञानिक 'एफ' एवं प्रमुख (रसायन विभाग)

New Delhi, the 30th November, 2012

S. O. 3545.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :—

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. and Year of Indian Standards, if any, Superseded by the New Indian Standards	Date of Established
(1)	(2)	(3)	(4)
1.	IS 14360 :2012 Semichrome Suede upper leather -Specification (first revision)	-	31 August, 2012
2.	IS 14361 :2011 Patent Leather - Specification (first revision)	-	31 October, 2011

Copy of these standards is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram. On line purchase of Indian standard can be made at <http://www.standardsbis.in>.

[Ref. CHD 17/IS 14360 and 14361]

S. N. CHATTERJEE, Scientist 'F' & Head (CHD)

4404 GI/12-6

नई दिल्ली, 30 नवम्बर, 2012

का. आ. 3546.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गये हैं :—

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 487 : 2012 रंग रोगन और वार्निश के लिए ब्रश (i) अंडाकार फेरूल कसे हुए तथा (ii) गोलाकार, फेरूल कसे हुए (पाँचवां पुनरीक्षण)	-	31 अक्टूबर, 2012

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं। भारतीय मानकों को <http://www.standardsbis.in> द्वारा इंटरनेट पर खरीदा जा सकता है।

[संदर्भ सीएचडी 24/आईएस 487]

एस. एन. चटर्जी, वैज्ञानिक 'एफ' एवं प्रमुख (रसायन विभाग)

New Delhi, the 30th November, 2012

S. O. 3546.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :—

SCHEDULE

Sl.No.	No. & Year of the Indian Standards Established	No. and Year of Indian Standards, if any, Superseded by the New Indian Standards	Date of Established
(1)	(2)	(3)	(4)
1.	IS 487 : 2012 Brushes, Paints and Varnishes (i) Oval, Ferrule bound : and (ii) Round, Ferrule bound (fifth revision of IS 487)	-	31 October, 2012

Copy of these standards is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram. On line purchase of Indian standard can be made at <http://www.standardsbis.in>.

[Ref. CHD 24/IS 487]

S. N. CHATTERJEE, Scientist 'F' & Head (CHD)

नई दिल्ली, 30 नवम्बर, 2012

का. आ. 3547.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस भारतीय मानकों का विवरण नीचे अनुसूची में दिया गया है, वे स्थापित हो गये हैं :—

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस /आईसी 60079-18 : 2009 विस्फोटी पर्यावरण भाग 18 प्राकरण “m” द्वारा उपकरण संरक्षण (पहला पुनरीक्षण)	-	30 नवम्बर, 2012
2.	आई एस /आईसी 60079-20-1 : 2010 विस्फोटी पर्यावरण भाग 20 गैस एवं वाष्प वर्गीकरण के लिए सामग्री गुणधर्म अनुभाग 1 परीक्षण पद्धतियां एवं आकड़े	आई एस 7820, आई एस 9570, आई एस 9735, आई एस/आईसी 60079-20	30 नवम्बर, 2012

इन भारतीय मानकों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं। भारतीय मानकों को <http://www.standardsbis.in> द्वारा इंटरनेट पर खरीदा जा सकता है।

[संदर्भ ईटी 22/टी-50, टी-55]

आर. सी. मैथ्यू, वैज्ञानिक 'एफ' एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 30th November, 2012

S. O. 3547.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :—

SCHEDULE

Sl. No.	No. & Year of the Indian Standards	No. and Year of Indian Standards, if any, Superseded by the New Indian Standards	Date of Established
(1)	(2)	(3)	(4)
1.	IS/IEC 60079-18: 2009 Explosive Atmospheres Part 18 Equipment Protection By Encapsulation “m” (First Revision)	-	30 November, 2012
2.	IS/IEC 60079-20-1: 2010 Explosive Atmospheres Part 20 Material Characteristics For Gas and Vapour Classification Section 1 Test methods and Data	IS 7820, IS 9570, IS 9735, IS/IEC 60079-20	30 November, 2012

Copy of these standards is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bengalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur,

Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram. On line purchase of Indian standard can be made at :<http://www.standardsbis.in>.

[Ref. ET 22/T-50, T-55]

R.C. MATHEW, Scientist 'F' & Head (Electrotechnical)

नई दिल्ली, 3 दिसम्बर, 2012

का.आ. 3548.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 4 के उपविनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम सं.	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम एवं पता	भारतीय मानक का शीर्षक	भा.मा. सं./भाग/खण्ड/वर्ष
(1)	(2)	(3)	(4)	(5)	(6)
1.	3884786	9-10-2012	संजय इण्डस्ट्रीज 207/4, दुसरा माला, आशीर्वाद इण्ड. इस्टेट, राम मंदिर रोड, गोरेगाँव - प. मुंबई-400104	250 वोल्टता और 16 एम्पीअर्स तक रेटित धारा के प्लग्स और सॉकेट -	भा. मा. 1293 : 2005
2.	3878690	15-10-2012	स्टारलाइट लाइटिंग लि. प्लान्ट, II नं 423, 424, और 426, मुंबई आगरा रोड, वाडीवरे, नासिक इगतपुरी, महाराष्ट्र, पिन 422403	बिजली की इस्तरी - सुरक्षा अपेक्षाएं	भा. मा. 302 भाग 2/ अनुभाग 3 : 2007

[सं. केंद्रीय प्रमाणन विभाग/13:11]

ए. एस. जामखिंडीकर, वैज्ञानिक 'एफ' एवं प्रमुख (एम डी एम-III)

New Delhi, the 3rd December, 2012

S.O. 3548.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :—

SCHEDULE

Sl. No.	Licence No	Grant Date	Name and Address (factory) of the party	Product	IS No./Part/ Sec/Year
(1)	(2)	(3)	(4)	(5)	(6)
1.	3884786	9-10-2012	Sanjay Industries 207/4, Second Floor, Ashirwad Indl. Estate, Ram Mandir Road, Goregaon- West, Mumbai - 400104	Plugs and socket outlets of 250 volts and rated current up to 16 amperes	IS 1293 : 2005
2.	3878690	15-10-2012	Starlite Lighting Ltd. Plant II, Gat No. 423, 424 and 426, Mumbai Agra Road, Wadivhre, Nashik, Igatpuri	Safety of household and similar electrical appliances: Part 2 particular requirements, section 3 electric iron	IS 302 : Part 2: Sec 3: 2007

(4)

Maharashtra
Pin - 422403

[No. CMD/13:11]

A. S. JAMKHINDIKAR, Scientist 'F' & Head (MDM-III)

नई दिल्ली, 3 दिसम्बर, 2012

का.आ. 3549.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 के उपविनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे रद्द कर दिए गए हैं :—

अनुसूची

क्र. सं.	लाइसेंस संख्या	लाइसेंसधारी का नाम एवं पता	लाइसेंस के अन्तर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
(1)	(2)	(3)	(4)	(5)
1.	7155165	केतन एंटरप्रायजेस 67/68, सिधपुरा इण्डस्ट्रीयल इस्टेट मसरानी लेन, हलव पूल के पास कुर्ला -प. मुंबई - 400070	भा.मा. 694 : 1990 1100 वो. तक एवं सहित कार्यकारी वोल्टता के लिए पी वी सी रोधित केबल	15-10-2012

[सं. केंद्रीय प्रमाणन विभाग/13:13]

ए. एस. जामखिंडीकर, वैज्ञानिक 'एफ' एवं प्रमुख (एम डी एम-III)

New Delhi, the 3rd December, 2012

S.O. 3549.—In pursuance of sub-regulation (6) of the Regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988 of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given in the following shedule have been cancelled with effect from the date indicated against each :—

SCHEDULE

Sl. No.	Licence No.	Name and Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence	Date of Cancellation
(1)	(2)	(3)	(4)	(5)
1.	7155165	Ketan Enterprises 67/68, Sidhpura Indl Estate Masrani Lane, Near Halav Pool, Kurla (W), Mumbai-400070	IS 694 : 1990 PVC insulated cables for working voltages upto and including 1100 V	15-10-2012

[No. CMD/13:13]

A. S. JAMKHINDIKAR, Scientist 'F' & Head (MDM-III)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 20 नवम्बर, 2012

का.आ. 3550.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में पेट्रोलियम और प्राकृतिक गैस मंत्रालय के प्रशासनिक नियंत्रणाधीन सार्वजनिक क्षेत्र के उपक्रमों के निम्नलिखित कार्यालयों को, जिनके 80 या अधिक प्रतिशत कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

4404 GI/12-7

इंडियन आयल कार्पोरेशन लि.

1. इंडियन आयल कार्पोरेशन लि. (विपणन प्रभाग),
अजमेर डिपो, बल्क डिपो,
अजमेर ब्यावर रोड, दौरोई,
अजमेर -305001 ।

हिन्दुस्तान पेट्रोलियम कार्पोरेशन लि.

2. देहरादून रिटेल क्षेत्रीय कार्यालय
94, गोविन्द नगर, रेसकोर्स,
देहरादून -248001 ।

भारत पेट्रोलियम कार्पोरेशन लि.

3. नोएडा क्षेत्रीय कार्यालय
ए-5 एवं 6, सेक्टर-1,
नोएडा -201301 ।
4. भारत पेट्रोलियम कार्पोरेशन लिमिटेड
समन्वयन विभाग, 28-ए, कस्तूरबा गांधी मार्ग,
ईसीई हाऊस,
नई दिल्ली -110001 ।

[सं. 11011/1/2012 (हिन्दी)]

डी. एस. रावत, संयुक्त निदेशक (रा.भा.)

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 20th November, 2012

S.O. 3550.—In pursuance of Sub Rule (4) of Rule 10 of the Official Language (Use for official purpose of the Union) Rules, 1976, the central Government hereby notifies the following offices of the Public Sector Undertakings under the administrative control of the Ministry of Petroleum & Natural Gas, in which 80 or more percent of the staff have acquired working Knowledge of Hindi :-

1. **Indian oil Corporation Limited**
Indian Oil Corporation Limited (Marketing Division)
Ajmer Depot, Bulk Depot,
Ajmer Beawar Road, Daurai,
Ajmer-305001.
2. **Hindustan Petroleum Corporation Limited**
Dehradun Retail Regional Office,
94, Govind Nagar, Racecourse,
Dehradun-248001.
3. **Bharat Petroleum Corporation Limited**
Noida Regional Office
A-5 and 6, Sector-1,
Noida-201301.
4. **Bharat petroleum Corporation Limited**
Deptt. Co-ordination, 28-A,
Kasturba Gandhi Marg,
ECE House, New Delhi-110001

[No. 11011/1/2012 (Hindi)]

D. S. RAWAT, Jt. Director (OL)

नई दिल्ली, 23 नवम्बर, 2012

का.आ. 3551.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 की धारा 2 के खण्ड (क) के अनुसरण में, नीचे दी गई अनुसूची के स्तंभ 1 में उल्लिखित व्यक्ति को, उक्त अनुसूची के स्तंभ 2 में की तत्स्थानी प्रविष्टि में उल्लिखित क्षेत्र के सम्बंध में उक्त अधिनियम के अधीन सक्षम प्राधिकारी के कृत्यों का निर्वहन करने के लिए प्राधिकृत करती है, अर्थात् :-

अनुसूची

प्राधिकारी का नाम और पता	अधिकारिता का क्षेत्र
(1)	(2)
श्री प्रफुल्ल कुमार नायक सक्षम प्राधिकारी, पारादीप रायपुर रांची पाइपलाइन परियोजना इंडियन ऑयल कॉर्पोरेशन लिमिटेड पाइपलाइंस डिवीजन प्लॉट नं. 325, डिस्ट्रिक्ट सेंटर भुवनेश्वर -751016	उड़ीसा राज्य

यह अधिसूचना जारी होने की तारीख से लागू होगी।

[सं. आर-25011/14/2012- ओ आर-I]

पवन कुमार, अवर सचिव

New Delhi, the 23rd November, 2012

S.O. 3551.— In pursuance of Clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby authorizes the person mentioned in column (1) of the Schedule given below to perform the functions of the Competent Authority under the said Act, in respect of the area mentioned in column (2) of the said Schedule:-

SCHEDULE

Name and address of the Authority	Area of jurisdiction
(1)	(2)
Shri Prafulla Kumar Nayak Competent Authority, Paradip-Raipur-Ranchi Pipeline Project Indian Oil Corporation Ltd. Pipelines Division Plot No. 325, District Centre Chandra Sekharapur Bhubaneswar- 751 016	State of Odisha

This notification is applicable from the date of issue.

[No. R-25011/14/2012-OR-I]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 26 नवम्बर, 2011

का.आ. 3552.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूची में यथा उल्लिखित तारीखों की संख्या का. आ. द्वारा अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था।

और केन्द्रीय सरकार ने उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमियों में, सभी विल्लंगमों से मुक्त उपयोग का अधिकार हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित किया था।

और सक्षम अधिकारी ने केन्द्रीय सरकार को रिपोर्ट दी है कि पेट्रोलियम खनिजों के परिवहन के लिए हरियाणा राज्य में तहसील बहादुरगढ़, जिला झज्जर में पाइपलाइन बिछाई जा चुकी है। अतः उस भूमि के बारे में, जिसका संक्षिप्त विवरण इस अधिसूचना से संलग्न अनुसूची से विनिर्दिष्ट किया गया है, मार्गाधिकार गतिविधियों को हरियाणा राज्य में समाप्त किया जाए।

अतः अब, केन्द्रीय सरकार पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम नियम, 1963 के नियम 4 के स्पष्टीकरण-1 के अधीन अपेक्षानुसार उक्त अनुसूची के स्तंभ 7 में उल्लिखित तारीखों को हरियाणा राज्य में मार्गाधिकार गतिविधियों की समाप्ति की तारीख के रूप में घोषित करती है।

अनुसूची

क्रम सं.	का. आ. नं. एवं दिनांक	ग्राम का नाम	तहसील	जिला	राज्य	प्रचालन की समाप्ति की तारीख
1	2	3	4	5	6	7
1.	2496 दिनांक 4-7-2005 3573 दिनांक 5-10-2005	असौदा टोडरान असौदा सिवान बराही बाहमनोली परनाला	बहादुरगढ़	झज्जर	हरियाणा	6 फरवरी, 2012

[फा. सं. आर-31015/7/2012- ओ आर-II]

पवन कुमार, अवर सचिव

New Delhi, the 26th November, 2012

S.O. 3552.—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas, S.O. No. and date as mentioned in the Schedule annexed issued under Sub-Section(1) of Section 6, Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government acquired the Right of User in the said lands specified in the Schedule appended to the notifications.

AND WHEREAS, in exercise of powers conferred by Sub-Section (4) of Section 6 of the said Act, the Central Government vested the right of user in the lands free from all encumbrances in the Hindustan Petroleum Corporation Limited.

AND WHEREAS, the Competent Authority has made a report to the Central Government that Mundra-Delhi Petroleum Product Pipeline has been completed for the purpose of transportation of petroleum product from Mundra in the State of Gujarat to Delhi and hence the ROU activities may be terminated in Tehsil Bahadurgarh, District Jhajjar in the State of Haryana in respect of the said lands which in brief are specified in the Schedule annexed to this notification.

Now, therefore as required under explanation 1 of Rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Rules 1963, the Central Government hereby declares the dates mentioned in Column 7 of the said schedule as the dates of termination of activities in ROU in the State of Haryana.

SCHEDULE

S. No.	S. O. No. and Date	Name of Village	Tehsil	District	State	Date of Termination of activities in ROU
1	2	3	4	5	6	7
1.	2496 dated 4-7-2005	Asudha Todran	Bahadurgarh	Jhajjar	Haryana	6th Feb, 2012

2	3
3573 dated 5-10-2005	Asudha Siwan Barahi Bamnoli Pamala

[F. No. R-31015/7/2012-OR-II]
PAWAN KUMAR, Under Secy.

नई दिल्ली, 26 नवम्बर, 2012

का.आ. 3553.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूची में यथा उल्लिखित तारीखों की संख्या का. आ. द्वारा अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था।

और केन्द्रीय सरकार ने उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमियों में, सभी विल्लंगमों से मुक्त उपयोग का अधिकार हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड में निहित किया था।

और सक्षम अधिकारी ने केन्द्रीय सरकार को रिपोर्ट दी है कि पेट्रोलियम और खनिजों के परिवहन के लिए दिल्ली राज्य में तहसील कनजावला, जिला कनजावला में पाइपलाइन बिछाई जा चुकी है। अतः उस भूमि के बारे में, जिसका संक्षिप्त विवरण इस अधिसूचना से संलग्न अनुसूची से विनिर्दिष्ट किया गया है, मार्गाधिकार गतिविधियों को दिल्ली राज्य में समाप्त किया जाए।

अतः, अब, केन्द्रीय सरकार पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1963 के नियम 4 के स्पष्टीकरण-1 के अधीन अपेक्षानुसार उक्त अनुसूची के स्तंभ 7 में उल्लिखित तारीखों को दिल्ली राज्य में मार्गाधिकार गतिविधियों की समाप्ति तारीख के रूप में घोषित करती है।

अनुसूची

क्रम सं.	का. आ. नं. एवं दिनांक	गांव का नाम	तहसील	जिला	राज्य	प्रचालन की समाप्ति की तारीख
1	2	3	4	5	6	7
1.	991(अ) दिनांक 30-4-2010	टिकरी कलां	पंजाबी बाग	रामपुरा	दिल्ली	19-7-2012

[फा. सं. आर-31015/7/2012- ओ आर-II]

पवन कुमार, अवर सचिव

New Delhi, the 26th November, 2012

S.O. 3553.—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas, S.O. No. and date as mentioned in the Schedule annexed issued under Sub-section(1) of Section 6, Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government acquired the Right of User in the said lands specified in the Schedule appended to the notifications.

AND WHEREAS, in exercise of powers conferred by Sub-section (4) of Section 6 of the said Act, the Central Government vested the right of user in the lands free from all encumbrances in the Hindustan Petroleum Corporation Limited.

AND WHEREAS, the Competent Authority has made a report to the Central Government that Mundra-Delhi Petroleum Product Pipeline has been completed for the purpose of transportation of petroleum product from Mundra in the State of Gujarat to Delhi hence the ROU activities may be terminated in Tehsil Punjabi Bagh, District Rampura in the State of Delhi in respect of the said lands which in brief are specified in the Schedule annexed to this notification.

Now, therefore as required under explanation 1 of Rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Rules 1963, the Central Government hereby declares the dates mentioned in Column 7 of the said schedule as the dates of termination of activities in ROU in the State of Delhi.

4404 GI/12-8

SCHEDULE

S. No.	S. O. No. and Date	Name of Village	Tehsil	District	State	Date of Termination of operation
1	2	3	4	5	6	7
1.	991(E) dated 30-4-2010	Tikri Kalan	Punjabi Bagh	Rampura	Delhi	19-7-2012

[F. No. R-31015/7/2012-OR-II]
PAWAN KUMAR, Under Secy.

नई दिल्ली, 26 नवम्बर, 2012

का.आ. 3554.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूची में यथा उल्लिखित तारीखों की संख्या का. आ. द्वारा अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था।

और केन्द्रीय सरकार ने उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमियों में, सभी विलसंगमों से मुक्त उपयोग का अधिकार हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड में निहित किया था।

और सक्षम अधिकारी ने केन्द्रीय सरकार को रिपोर्ट दी है कि पेट्रोलियम और खनिजों के परिवहन के लिए दिल्ली राज्य में तहसील कनजावला, जिला कनजावला में पाइपलाइन बिछाई जा चुकी है। अतः उस भूमि के बारे में, जिसका संक्षिप्त विवरण इस अधिसूचना से संलग्न अनुसूची से विनिर्दिष्ट किया गया है, मार्गाधिकार गतिविधियों को दिल्ली राज्य में समाप्त किया जाए।

अतः, अब, केन्द्रीय सरकार पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1963 के नियम 4 के स्पष्टीकरण-1 के अधीन अपेक्षानुसार उक्त अनुसूची के स्तंभ 7 में उल्लिखित तारीखों को दिल्ली राज्य में मार्गाधिकार गतिविधियों समाप्ति की तारीख के रूप में घोषित करती है।

अनुसूची

क्रम सं.	का. आ. सं. एवं दिनांक	ग्राम का नाम	तहसील	जिला	राज्य	प्रचालन की समाप्ति की तारीख
1	2	3	4	5	6	7
1.	862 दिनांक 2-3-2006	निजामपुर	कनजावला	कनजावला	दिल्ली	15-6-2012

[फा. सं. आर-31015/7/2012- ओ आर-II]
पवन कुमार, अवर सचिव

New Delhi, the 26th November, 2012

S.O. 3554.—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas, S.O. No. and date as mentioned in the Schedule annexed issued under Sub-Section(1) of Section 6, Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government acquired the Right of User in the said lands specified in the Schedule appended to the notifications.

AND WHEREAS, in exercise of powers conferred by Sub-Section (4) of Section 6 of the said Act, the Central Government vested the right of user in the lands free from all encumbrances in the Hindustan Petroleum Corporation Limited.

AND WHEREAS, the Competent Authority has made a report to the Central Government that Mundra-Delhi Petroleum Product Pipeline has been completed for the purpose of transportation of petroleum product from Mundra in the State of Gujarat to Delhi hence the ROU activities may be terminated in Tehsil District Kanjawala in the State of Delhi in respect of the said lands which in brief are specified in the Schedule annexed to this notification.

Now, therefore as required under explanation 1 of Rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Rules 1963, the Central Government hereby declares the dates mentioned in Column 7 of the said schedule as the dates of termination of activities in ROU in the State of Delhi.

SCHEDULE

S. No.	S. O. No. and Date	Name of Village	Tehsil	District	State	Date of Termination of operation
1	2	3	4	5	6	7
1.	862 dated 2-3-2006	Nijampur	Kanjawala	Kanjawala	Delhi	19-7-2012

[F. No. R-31015/7/2012-OR-II]
PAWAN KUMAR, Under Secy.

श्रम और रोजगार मंत्रालय

नई दिल्ली, 7 नवम्बर, 2012

का.आ. 3555.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स ओम सिक्योरिटी और सफाई सर्विस के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, चडीगढ़ के पंचाट (संदर्भ संख्या 18/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-11-2012 को प्राप्त हुआ था।

[सं. एल-42011/59/2011-आई आर (डी.यू.)]

सुरेन्द्र कुमार, अनुभाग अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 7th November, 2012

S.O. 3555.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.18/2011) of the Central Government Industrial Tribunal cum Labour Court No. 1, Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the M/s. Om Security & Cleaning Services and their workman, which was received by the Central Government on 2-11-2012.

[No. L-42011/59/2011-IR (DU)]

SURENDRA KUMAR, Section Officer

ANNEXURE

BEFORE SHRI SURENDRA PRAKASH SINGH, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH

Case No. I.D. 18/2011

Shri Dinesh Chand S/o. Late Shri Om Parkash, R/o H.No.573, Sector-20A, Chandigarh.

.....Applicant

Versus

M/s. Om Security & Cleaning Services through its Contractor, PGIMER, SCO No. 1132-33 (2nd Floor), Sector-22, Chandigarh.

.....Respondents

Appearances

For the workman : None

For the management : None

AWARD

Passed on 17-10-2012

Central Government vide notification No. L-42011/59/2011-IR (DU), dated 3-10-2011 has referred the following

dispute to this Tribunal for adjudication:

“Whether the action of the management of M/s. Om Security and Cleaning Services, contractor of PGIMER, Chandigarh in terminating/discontinuing the service of Sh Dinesh Chand S/o. Sh. Late Sh. Om Parkash w.e.f. 11-5-2010 is legal and justified? What relief the workman is entitled to?”

2. None is present on behalf of the parties. Service is complete. The reference was referred by the Central Government in the year 2011. Even claim statement has not been filed by the workman. Several opportunities have been given to the workman but he is not availing the opportunity of being heard. It is already 2.30 P.M. At this stage. I have no option otherwise then to dismiss the claim of workman in reference for non-prosecution and return the reference to the Central Govt. as such. Accordingly, the reference is returned as such. Let the Central Government be informed. File be consigned.

Chandigarh

17-10-2012

S. P. SINGH, Presiding Officer

नई दिल्ली, 7 नवम्बर, 2012

का.आ. 3556.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इन्सिरेक्टर, दूरदर्शन केन्द्र, जालन्धर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, चडीगढ़ के पंचाट (संदर्भ संख्या 50/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-11-2012 को प्राप्त हुआ था।

[सं. एल-42012/28/2009-आई आर (डी.यू.)]

सुरेन्द्र कुमार, अनुभाग अधिकारी

New Delhi, the 7th November, 2012

S.O. 3556.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.50/2009) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the Director, Doordarshan Kendra Jalandhar and their workman, which was received by the Central Government on 2-11-2012.

[No. L-42012/28/2009-IR (DU)]

SURENDRA KUMAR, Section Officer

ANNEXURE

BEFORE SHRI SURENDRA PRAKASH SINGH, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH

Case No. I.D. 50/2009

Shri Rakesh Kumar S/o. Shri Sant Ram, No. 1275/6, New Suraj Ganj, Jalandhar, Punjab-3.

.....Applicant

Versus

The Director, Doordarshan Kendra, Mahavir Marg, Jalandhar (Punjab)-

.....Respondents

Appearances

For the workman : None

For the management : Shri J.K. S. Chhabra Advocate and H.C. Khanna, UDC.

AWARD

Passed on 17-10-2012

Central Government vide notification No. L-42012/28/2009-IR (DU), dated 4-9-2009 has referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of Doordarshan Kendra, Jalandhar, in terminating the services of their workman Shri Rakesh Kumar w.e.f. 30-4-2007 is legal and justified? If not, What relief the workman is entitled to?”

2. None is present on behalf of the workman. From the last several hearing, the workman is not ensuring his presence. The reference was referred by the Central Government in the year 2009. Several opportunities have been given to the workman but he is not availing the opportunity of being heard. It is already 2.30 P.M. At this stage, I have no option otherwise then to dismiss the claim of workman in reference for non-prosecution and return the reference to the Central Govt. as such. Accordingly, the reference is returned as such. Let the Central Government be informed. File be consigned.

Chandigarh
17-10-2012

S. P. SINGH, Presiding Officer

नई दिल्ली, 8 नवम्बर, 2012

का.आ. 3557.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाइरेक्टर ऑफ पोस्टल सर्विसिस और दूसरे (अर्दस) के प्रबंधन के संबंध में नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चैन्नई के पंचाट (संदर्भ संख्या 8/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-11-2012 को प्राप्त हुआ था।

[सं. एल-40012/54/2011-आई आर (डी.यू.)]

सुरेन्द्र कुमार, अनुभाग अधिकारी

New Delhi, the 8th November, 2012

S.O. 3557.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 8/2012) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the Industrial Dispute between the employers in relation to the Director of Postal Services & Others and their workman, which was received by the Central Government on 2-11-2012.

[No. L-40012/54/2011-IR (DU)]

SURENDRA KUMAR, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
CHENNAI**

Thursday, the 18th October, 2012

Present: A.N. Janardanan, Presiding Officer

Industrial dispute No. 8/2012

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Director of Postal Services and their Workmen)

BETWEEN

Sri A. Jayaraman : 1st Party Petitioner

AND

1. The Director of Postal Services : 2nd Party/1st
Post Master General Chennai City Management
Region Chennai-600002
2. The Superintendent of Post : 2nd Party/2nd
Offices Kanchipuram Division Management
Kanchipuram Kovilpatti Division
(ADA) Kovilpatti-628501

Appearance:

For the 1st Party/Petitioner : M/s. R.Malaichamy,
Advocate

For the 2nd Party/Management : Sri A. Ashok Kumar,
Advocate

AWARD

The Central Government, Ministry of Labour and Employment vide its Order No. L-40012/54/2011-IR (DU) dated 24-1-2012 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the management of Director of Postal Services/Superintendent of Post Office Kanchipuram Division in imposing the punishment of removal from service upon Sri A. Jayaraman, an Ex-Gramin

Dak Sevak is just and legal? What relief the workman is entitled to ?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 8/2012 and issued notices to both sides. Both sides entered appearance through their respective counsel and filed their Claim and Reply Statement as the case may be.

3. The averments in the Claim Statement briefly read as follows :

Petitioner as Branch Post Master (GDSBPM) at Melapudi Branch was alleged of having not accounted certain RD amount and instead utilized the amount for his personal use. He denied all the three charges framed whereupon an enquiry was held. The complainant witnesses three in number did not attend the enquiry despite summons. Under Charge (i) it was imputed that a sum of Rs. 50 dated 18-9-2009, Rs. 100+1 dated 17-11-2003 as deposits for September, 2002, October and November 2003 in RD A/c No. 526654 of Sri K.C. Sadaiyappan were not accounted. As per D.E. 1 filed on 29-10-2008 there was a credit for September, 2002 of Rs. 50 on 18-9-2002/19-9-2002. Total amount in the ledger card was shown as Rs. 750 upto September, 2002 and that upto 15-9-2003 was Rs. 1,300 instead of Rs. 1,350. In the ledger card (D.E.1) deposits for September, 2003 as Rs. 50 was clearly noted but the total Rs. 1,350 was not noted. The deposits for September, 2002 and September, 2003 have been incorporated in S.E. and S.E. 8 respectively and also in S.E. 9. Statements were obtained from the petitioner under coercion. The R.D. accounts were made through GDSMD Sri R.K. Rajendran and not directly at P.O. It is clear that first charge is not proved. Regarding Article (ii) petitioner states that the depositor has not made any complaint since he brought all the deposits into P.O. Account. R.K. Rajendran used to collect the R.D. Deposits while he was on delivery work. The non-credit in R.D. Account No. 526637 might have been made by him without knowledge of the petitioner. The entries dated 27-12-2003, 13-5-2004, 29-6-2004, 30-8-2004 and 30-10-2004 in S.E.; 11 might have been made by R.K. Rajendran. Regarding Article (ii) no complaint was made by the depositor. The charge is untrue, From the deposition of SW1 R.K. Rajendran it is clear that he only invited depositor of SBPB Account No. 2605353 Mr. Subramanian to the branch on 25-1-2006. The total amount involved in the whole charges is Rs. 1,200. The Preliminary Enquiry Officer received Rs. 6,000 from Smt. O.K. Amsa, DW-1 for the amount. The enquiry report was based on the investigation statements. Petitioner's points were not considered. Enquiry Officer was prejudiced towards him in view of bias petition filed against him. The Enquiry Officer could be found to have acted in a biased manner against the petitioner. He has not functioned as judge. He acted taking a pre-decision. The three charges are not proved. Investigation Officer failed to give a just decision. Oral evidence of defence witnesses was not taken for consideration. Unblemished service of 13 years rendered

by petitioner was not considered. Petitioner's Son aged 15 years is a heart patient. Petitioner is the only bread winner. The punishment is disproportionate to the charges. There is violation of Section-25F of the ID Act. Hence the prayer for reinstatement with backwages and all other benefits.

4. Reply statement averments bereft of unnecessary details filed on behalf of both the Respondents are as follows:

The petitioner by not accounting Rs. 50 on 18-9-2002 and Rs. 100+Rs.1 on 17-9-2003 under Article (i) and not making deposit entries in RD Pass Book No. 526637 for Rs. 100 on 27-1-2003, Rs. 400 on 13-5-2004, for Rs. 100 on 29-6-2004, for Rs. 200 on 30-8-2004 and for Rs. 200 on 30-10-2004 made by R.J. Satish Kumar under Article (ii) and again on 24-12-2002 after making an entry of deposit for Rs. 2,550 on 24-12-2002 in the Pass Book of SB Account No. 2605353 received from Sri M. Subramanian did not account the amount under Article (iii). On 24-1-2003 he made a withdrawal entry of Rs. 2,500 in the Pass Book and paid the amount to the depositor but did not account the amount of withdrawal in the P.O's Account. He thereby contravened Rule-133 of Rules for Branch Officer, 7th Edition (Reprint) and Rule-21 of GDS (C&E) Rules, 2001. The petitioner denied the charges in his representation as well as in the enquiry. After observing the formalities following a report his being proved to have committed the misconduct order of removal from service was passed on 5-11-2009. Appeal was rejected confirming the punishment. Petitioner was given full opportunity to defend. The prescribed procedures were followed in full in passing the final orders. Charges were proved by documents. So non-examination of depositors is not material. In petitioner's statement dated 22-1-2007 there is admission of non-credit in RD A/c. No. 526637 assuring to make good the amount. Witness for that, Mr. G. Kumarasamy was dispensed with at the request of the petitioner only. Date Stamp of Branch Post Office impressed in the Pass Book is the valid proof for receiving the deposit. Branch Post Master Petitioner is solely responsible for the date stamp impressions. It is denied that enquiry report was based on the preliminary enquiry only. It is denied that Enquiry Officer acted in a biased manner. Enquiry was conducted observing provisions of law. It is denied that the enquiry was conducted with a pre-decision. Punishment is proportionate to the gravity of the misconduct. Whether the amount misappropriated is small or large it is an act of misappropriation which is relevant. Since the proved charges related to non-credit of deposits accepted from the members of the public, removal from service is proportionate to the gravity of the punishment. The claim is only to be dismissed.

5. Points for consideration are:

- (i) Whether the punishment of removal from service upon Sri A. Jayaraman, Ex-Gramin Dak Sevak is just and legal?

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- (ii) To what relief the concerned workman is entitled?

6. Evidence consists of the testimony of WW1 with no documentary evidence on the petitioner's side and the testimony of MW1 and Ex. M1 to Ex.M14 on the Respondent's side.

Ponts (i) & (ii)

7. Heard both sides. Perused the records, documents, evidence and written arguments on either side. Both sides keenly argued in terms of their case in the respective pleading. The prominent arguments on behalf of the petitioner include that the non-examination of three depositor complainants is prejudicial to the Respondent. It is an imperative to prove the statement of witnesses at the preliminary investigation by examining them which has not been done. The statements were obtained by coercion. From petitioner also the statement was obtained under coercion. The enquiry finding is based on preliminary investigation statements. Finding is based on a pre-decision out of prejudice of the Enquiry Officer against the petitioner. He also acted in a biased manner against the petitioner. The charges have not been proved against the petitioner. Punishment is disproportionate to the gravity of the misconduct. If finding based on alleged admission obtained during preliminary investigation could be possible, then there is no useful purpose going to be served in holding an enquiry. There is no application of the principles of natural justice.

8. On behalf of the Respondent the prominent arguments advanced are that the non-examination of the depositors/complainants are not material because the emphasis for the proof of the misconduct lay on documentary evidence, such as, entries in the Pass Book and other Post Office records and a voluntary credit of Rs. 3,000 under Receipt No. 72 dated 26-12-2005 which are not disputed. As BPM petitioner alone is responsible for the date stamp impressions obtained in the pass books of the account holders. The entries in the Pass Book confirm that the transactions were handled by the petitioner which were not accounted for. He has not elucidated by eliciting answers from the relevant witnesses to prove his case. The finding is not based on the preliminary enquiry. The finding is based on reliable, oral and documentary evidence on a proper analysis and evaluation of the materials. It is proved that the deposits in RD Accounts accepted by the petitioner were not accounted and the voluntary made good a sum of Rs. 3,000 towards adjustment of the non-credit. The punishment is just proportionate to the gravity of the misconduct.

9. On an anxious consideration of the rival contentions and on scrutiny of the entire materials on record, I am satisfied that there is no force in the contention

on behalf of the petitioner whereas the contentions on behalf of the Respondent are very cogent and acceptable. Examination of complainants is not legal imperative in all cases especially when the evidence based on which the finding of guilty is arrived at is based on documentary evidence as well. In this case, from the documentary evidence it could well be found that the petitioner is guilty of the misconduct and also there is no prejudice to the workman owing to the non-examination of the complainants. The crucial aspect of the matter is that if the complainants had been examined with opportunity for the petitioner to cross-examine them, would the finding have been different? The answer is emphatically in the negative in view of the fact that the best evidence is always that of the documents. There is no reason why petitioner could not have cross-examined a witness or a few of them in whom he could have placed sterling reliance to bank upon, should he succeed his case righteously by proving his case with the required efficacy. The enquiry went on well. The finding is also just, legal and proper. They do not call for interference.

10. Coming to the punishment the question is whether the punishment of removal from service of the petitioner is proportionate to the gravity of the misconduct. On this aspect the crucial finding of the Apex Court is that the amount misappropriated may be small or large yet it is an act of misappropriation which is relevant. Therefore, there is no scope for interference with the punishment imposed. Hence the removal from service of Sri A. Jayaraman, Ex-Gramin Dak Sevak is just and legal.

11. The reference is answered accordingly

(Dictated to the P.A. transcribed and typed by him, corrected and pronounced by me in the open court on this day the 18th October, 2012)

A.N. JANARDANAN, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : WW1, Sri A. Jayaraman
For the 2nd Party/1st & 2nd : MW1, Sri R. Balachander Management

Documents marked:

On the side of the Petitioner

Ex. No.	Date	Description
	N/A	

Documents marked:

On the side of the Management

Ex. No.	Date	Description
Ex. M1	26-10-2007	SPOs, Kanchipuram (1st Respondent) Memo No. F1/2/04-05 (Charge Sheet Memo)

Ex. M2	14-11-2007	SPOs, Kanchipuram (1st Respondent) Memo No. F1/2/04-05 (Appointment of IO)	नई दिल्ली, 9 नवम्बर, 2012 का.आ. 3558. —औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दक्षिण रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 6/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-11-2012 को प्राप्त हुआ था।
Ex. M3	14-11-2007	SPOs, Kanchipuram (1st Respondent) Memo No. F1/2/04-05 (Appointment of PO)	
Ex. M4	28-7-2008	SPOs, Kanchipuram (1st Respondent) Memo No. F1/2/04-05 (Appointment of PO-II)	[सं. एल-41011/80/2011-आई आर (बी-1)] सुरेन्द्र कुमार, डेस्क अधिकारी New Delhi, the 9th November, 2012
Ex. M5	4-11-2008	Bias Petition of the petitioner	S.O. 3558. —In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.6/2012) of the Central Government Industrial Tribunal-cum-Labour Court Chennai as shown in the Annexure, in the Industrial Dispute between the management of Southern Railway and their workmen, received by the Central Government on 9-11-2012.
Ex. M6	18-11-2008	SPOs, Kanchipuram (1st Respondent) Memo No. F1/2/04-05 (Disposal of Bias Petition Against IO)	
Ex. M7	5-12-2008	Review Bias Petition of the Petitioner	[No. L-41011/80/2011-IR (B-I)] SURENDRA KUMAR, Section Officer
Ex. M8	25-2-2009	DPS, CCR (2nd Respondent) Memo No. VIG/APP/2-1/09/CCR (Disposal of Review Bias Petition against IO)	ANNEXURE BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT CHENNAI Thursday, the 25th October, 2012 Present : A.N. JANARDANAN, Presiding Officer Industrial dispute No. 6/2012 (In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Southern Railway and their Workman)
Ex. M9	6-10-2009	IO and ASP, Tiruvallur Sub-Disciplinary action Memo No. IO/2/0708 (IO Report)	BETWEEN Sri M. Rajkumar : 1st Party/Petitioner
Ex. M10	7-10-2009	SPOs, Kanchipuram (1st Respondent) letter No. F1/2/04-05 (forwarding IO Report to the petitioner)	AND 1. The Divisional Railway : 2nd Party/1st Management Manager Southern Railway, Salem Division 2. The Senior Divisional : 2nd Party/2nd Management Personnel Officer Southern Railway, Salem Division Salem 3. Sri S.K. Raina : 2nd Party/3rd Management Divisional Railway Manager Palghat Division, S.R. Olavakode Palghat Division, Kerala
Ex. M11	22-10-2009	Representation of the Petitioner	
Ex. M12	5-11-2009	SPOs, Kanchipuram (1st Respondent) Memo No. F1/2/04-05 (Punishment Order)	
Ex. M13	9-11-2009	Appeal of the Petitioner	
Ex. M14	16-02-2012	DPS, CCR (2nd Respondent) Memo No. VIG/APP/2-33/11/CCR (Disposal of Appeal of the Petitioner)	

Appearance:

For the 1st Party/Petitioner : M/s. Ratio Legis, Advocate

For the 2nd Party/Management : Sri P. Srinivasan, Advocate

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-41011/80/2011-IR (B-1) dated 4-1-2012 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the management of Southern Railway, Salem Division, Salem in not paying the Officiating Allowance to Sri M. Raj Kumar, Fireman Grade “B” is legal and justified? To what relief the workman is entitled?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 6/2012 and issued notices to both sides. Both sides entered appearance through their respective counsel and filed their Claim and Counter Statement as the case may be.

3. The contentions in the Claim Statement briefly read as follows:

The claim of the petitioner inter-alia for officiating allowance and other consequential benefits for those Fireman Grade “B” who were made to work in the higher grade of Fireman Grade “A” due to vacancies from 1-5-2005, are based on Railway Establishment Rules 913(1)(b) of Indian Railway Establishment Manual (IREM) and Rule-1513(1)(b) of the Indian Railway Establishment Code (IREC). Sri M. Rajkumar, the first of the petitioner while working as Fireman “B” at Coonoor in pay-scale of Rs. 2750-4400 (5th CPC Scale) was utilized to officiate as Fireman Grade “A” carrying higher responsibility at pay-scale of Rs. 3050-4590 against the vacant post from 1-5-2005 upto 2010 when he was substantively promoted to the post of Fireman “A”. In the conciliation before Assistant Commissioner of Labour (Central), Chennai on 28-4-2010, a 12(3) settlement was arrived at as follows:

“the management of Southern Railway, Salem Division represented by the Asstt. Personnel Officer on behalf of the Divisional Railway Manager, Southern Railway, Salem has agreed to give officiating allowance as per Para 913(1) (a) & (b) of Indian Railway Establishment Manual to Sri M. Rajkumar, Fireman “B”, Coonoor Depot, Salem Division as Fireman “A” in the pay scale of Rs. 3050-4590 with effect from 1-5-2005 for the period with effect from 1-9-2008, the pay and allowances to the said Sri M. Rajkumar shall be paid by the Salem Division forthwith and for the period with effect from 1-5-2005 to 31-8-2008, the said

allowances shall be paid after getting concurrence from Palghat division since Sri. M. Rajkumar was paid pay and allowance by Palghat Division.”

Following the settlement Respondents have paid Rs. 10,992 to the first petitioner whereas he is due for Rs. 27,351. Claim for the balance evoked no response, hence the ID raised and the reference has been occasioned. It is prayed that the Respondents shall be directed to pay the balance of officiating allowance to the first petitioner and revise his scale of pay consequent to the 6th CPC.

4. The Counter Statement averments briefly read as follows :

As Fireman “B” in the scale of Rs. 2750-4400 w.e.f. 22-4-2003 from the previous post of Loco Khalasi, his pay under 6th CPC was fixed at Rs. 6,870 in the pay band of Rs. 5,200-20,200 with Grade Pay of Rs. 1,800 from 1-1-2006 granting are financial upgradation under MACP his pay was fixed at Rs. 7,970 in the pay band of Rs. 5,200-20,200 with Grade Pay of Rs. 1,900 from 1-9-2008. He was promoted as Fireman “A” in pay band of Rs. 5,200-20,200 with Grade Pay of Rs. 1,900 on 16-4-2011. ID was raised for those Fireman “B” of Coonoor who were utilized as Fireman “A” for more than 30 days. During the conciliation Union had furnished only the case of the first petitioner. Management had agreed to give Officiating Allowance (OA) to the first petitioner as Fireman “A” from 1-5-2005 signing a Memorandum of Settlement on 28-4-2010. Accordingly, Rs. 8,505 as OA from 1-9-2008 to 31-3-2010 was arranged for payment to the first petitioner vide cheque dated 25-5-2010. Another sum of Rs. 2,487 as OA from 1-5-2005 to 31-8-2008 vetted by Palakkad Division was arranged for payment to him as per bill dated 18-3-2011. But the first petitioner raised fresh ID before Assistant Commissioner of Labour (Central), Madurai on 3-8-2010 alleging non-implementation of 28-4-2010 Memorandum of Settlement which having failed, the present reference is made. The claim is not tenable.

- (a) When running staff are put to officiate in a “running post” for 30 days or less, they shall be entitled to pay as admissible in the lower grade plus Running Allowance at the rates and on the condition applicable to the higher grade in which they officiate enhanced by 15% (except in the case of Second Fireman put to officiate as First Fireman and Engine Cleaners put to officiate as Second Fireman for whom the enhancement will be by 30%) of the kilometrage actually performed for every such higher grade.
- (b) When running staff are put to officiate in a “running post” for more than 30 days, their pay in the higher post shall be fixed under normal rules.

Normal means the Rule applicable for fixation of pay promotion. When promotion involves assumption of duties

and responsibilities of greater importance pay in the new posts is fixed under Rule-1313(FR-22)(i)(a)(1)-R-II. When promotion does not involve such assumption of duties and responsibilities of greater importance pay is fixed under Rule-1313(FR-22)(i)(a)(ii)-R-II, relevant portion of which is as follows:

“Where a railway servant holding a post, other than a tenure post, in a substantive or temporary or officiating capacity is promoted or appointed in a substantive, temporary or officiating capacity as the case may be, subject to the fulfilment of the eligibility conditions as prescribed in the relevant Recruitment Rules, to another post carrying duties and responsibilities of greater importance than those attaching to the post held by him, his initial pay in the time scale of the higher post shall be fixed at the stage next above the notional pay arrived at by increasing his pay in respect of the lower post held by him regularly by an increment at the stage at which such pay has accrued or rupees twenty five only, whichever is more.” (The minimum benefit has subsequently been enhanced to Rupees one hundred).

It is clear that when running staff officiates in higher grade running post for more than 30 days continuously his pay will be fixed at the next stage in the scale of pay of the higher grade post after adding one increment to the pay in the lower post as per Para-913 (i)(b) of IREM. When the days are less than 30 he is entitled for officiating allowance as per Para-913(i)(a) of IREM. It is found on verification that first petitioner had officiated as Fireman “A” for more than 30 days in four spells comprising February 2008, May 2008, June 2008 and November 2008. The true copy of the attendance particulars for the first petitioner is annexed as annexure I. Accordingly, the pay of the first petitioner for the four spells was fixed and sum of Rs. 1,317 as OA was arranged for payment for February 2012. His pay on regular promotion as Fireman “A” has also been fixed considering the period he had officiated as Fireman “A” for more than 30 days at a stretch while he was Fireman “B”. A true copy of the Memorandum evidencing the re-fixation under 6th CPC is Annexure-II. He has not officiated continuously as Fireman “A” from 1-5-2005. Statement showing his officiating as Fireman “A” from 1-5-2005 to 15-4-2011 is Annexure-III. As he has not officiated as Fireman “A” for more than 30 days continuously from 1-5-2005 till his regular promotion as Fireman “A” from 16-4-2011 he is not entitled to fixation of pay under Para-913(i)(b) of IREM as claimed.

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For the officiating period for less than 30 days he was paid OA correctly. The claim is to be dismissed.

5. Points for consideration are:

- (I) Whether non-payment of Officiating Allowance to Sri Rajkumar, Fireman Grade-B by Southern Railway, Salem Division is legal and justified?
- (II) To what relief the concerned workman is entitled?

6. The evidence consists of oral evidence of WW1 with no documentary evidence on the petitioner's side and oral evidence of MW1 and Ex. M1 to Ex. M4 on the Respondent's side.

Points (i) & (ii)

7. Heard both sides. Perused the records, documents, evidence and the written arguments on the either side. The reference is regarding non-payment of Officiating Allowance (OA) to the petitioner, Fireman-Grade “B”, Southern Railway, Salem Division. Petitioner's case is that he has not been paid the OA as due in the entirety.

8. The contention of the Respondent is that some amount by way of balance of Officiating Allowance from 1-9-2008 to 31-3-2010 was arranged for payment to the First Party Petitioner as per cheque dated 25-5-2010 and another sum of Rs. 2,487 from 1-5-2005 to 31-8-2008 vetted by Palakkad Division was also arranged for payment to him as per bill dated 18-3-2011. But in the meantime he raised ID alleging non-implementation of 12(3) settlement dated 28-4-2010. The defence of the Respondent is that for running staff officiating for more than 30 days continuously and for the same staff officiating for less than 30 days the computation is different in terms of different rules viz. in the first category under Para-913(i)(b) of IREM and for the second category under Para-913(i)(a) of IREM. Accordingly he has been paid in terms of the rules. His pay has also been re-fixed as per the 6th CPC. From 1-5-2005 he has not officiated continuously. He has not officiated for more than 30 days continuously from 1-5-2005 till his regular promotion from 16-4-2011. He is not entitled to fixation of pay under Para-913(i)(b) of IREM as claimed. For the officiating period for less than 30 days he was paid OA correctly. The case of the Respondent stands proved from Ex. M1 to Ex. M4. The petitioner has not produced any documentary evidence in support of his contention. In the oral evidence also the petitioner has not been able to substantiate that his entitlements to what is actually due have been denied to him. Without being able to substantiate his claim made herein, he is merely denying that his grievance is redressed. There is discernible compliance of the applicable rules in the matter of payment of Officiating Allowance and fixation of pay of the petitioner. He is not entitled to any relief.

9. The petitioner is therefore not entitled to succeed and it is only to be held that non-payment of OA to the petitioner is only legal and justified.

10. Ther reference is answered accordingly.

(Dictated to the P.A. transcribed and typed by him, corrected and pronounced by me in the open court on this day the 25th October, 2012)

A.N. JANARDANAN, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : WW1, Sri G Subramanian

For the 2nd Party/1st Mang. : MW1, Sri S. Harinarayanan

Documents marked:

On the Petitioner's side

Ex. No.	Date	Description
	N/A	

On the Management's side

Ex. No	Date	Description
Ex. M1	30-10-2011	Attendance particulars of Sri M. Rajkumar from 1-5-2005 to 15-4-2011
Ex. M2	7-2-2012	Memorandum for fixation of pay on account of officiating in Higher Grade in favour of Sri M. Rajkumar Fireman "B"
Ex. M3	-	Statement showing number of days officiated as Fireman "A" by the first petitioner Sri M. Raj Kumar from May 2005 to April 2011
Ex. M4	5-9-2012	Authorization by Shikka Lal, Divisional Personnel Officer to Sri S. Hari Narayanan, Senior Section Engineer/Loco/Coonor, Southern Railway, Salem to give evidence on behalf of the Railways

नई दिल्ली, 9 नवम्बर, 2012

का.आ. 3559.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर मध्य रेलवे के प्रबंधन संसद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण कानपुर के पंचाट (संदर्भ संख्या 10/08) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-11-2012 को प्राप्त हुआ था।

[सं. एल-41012/133/2007-आई आर (बी-1)]

सुरेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 9th November, 2012

S.O. 3559.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.10/08) of the Central Government Industrial Tribunal-cum-Labour Court Kanpur as shown in the Annexure, in the Industrial Dispute between the management of North Central Railway, and their workmen, received by the Central Government on 9-11-2012.

[No. L-41012/133/2007-IR (B-I)]

SURENDRA KUMAR, Section Officer

ANNEXURE

BEFORE SRI RAM PARKASH, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Diputes No. 10/08

Between-

Sri Ram Nath son of Sri Guljari, Village and post Mohammadpur, Kanpur Dehat.

And

The Assistant Divisional Engineer, (PW) North Central Railway, Jhansi Division, Kanpur Nagar, Kanpur.

AWARD

1. Central Government, Mol, New Delhi vide Notification No. L- 41012/133/2007-IR B-1 dated 3-12-07 has referred the following dispute for adjudication to this tribunal-
2. Whether the action of the management of North Central Railway Jhansi Division Kanpur, in not granting temporary status and also not engaging Sri Ram Nath although he had worked for 69 days is justified and legal? If not what relief the workman concerned is entitled to?
3. After exchange of pleadings none of the parties have adduced any evidence in support of their respective claims despite giving of adequate opportunity of the same.
4. Therefore, in the absence of evidence oral as well as documentary claims has failed to prove his case and it cannot be held that the action of the opposite party is not justified.

5. Therefore, the reference is decided against the claimant and in favour of the management.
- 6.* Reference is decided accordingly.

RAM PARKASH, Presiding Officer

नई दिल्ली, 12 नवम्बर, 2012

का.आ. 3560.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, धनबाद के पंचाट (आई डी संख्या 52/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-11-2012 को प्राप्त हुआ था।

[सं. एल-20012/35/2004-आई आर (सी-1)]

अजीत कुमार, अनुभाग अधिकारी

New Delhi, the 12th November, 2012

S.O. 3560.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.52/2004) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workman, received by the Central Government on 9-11-2012.

[No. L-20012/35/2004-IR (C-I)]

AJEET KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.1), DHANBAD

(In the matter of a reference under section 10 (1) (d) (2A) of the Industrial Disputes Act, 1947.

Reference No. 52 of 2004

Parties:— Employers in relation to the management of Amlabad Project of M/s. B.C.C.Ltd.

And
their workman

Present:— Shri Ranjan Kumar Saran, Presiding Officer

Appearances:—

For the Management : Shri U.N. Lal, Advocate

For the Workman : Shri S.C. Gaur, Advocate

State :- Jharkhand Industry:- Coal

Dated 6-11-2012

AWARD

By Order No.L-20012/35/2004-IR (C-I) dated 8/16--6-2004 the Central Government in the Ministry of

Labour has in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:—

SCHEDULE

“Kya B.C.C.L. Amlabad Project ke prabandhan dwara karamakaar Sri Jivalal bhuian ko dinank 21-1-03 se barkhast kiya jana vidhivat. uchit aur nyavasangat hai? Yadi nahin to karamkaar kis raahat ke patra hain?”

The above dispute has been referred to this Tribunal for answer. Parties appeared. Submitted their written submission. Filed documents as per list. The allegations against the workman is he is a habitual absentee of his duties and as such he has no right to continue in his job. The workman was issued show cause notice to explain the cause of this absence in the duties within 48 hours. Show cause notice received department enquiry started, the workman found guilty. First show cause, and second show cause notice was issued and after that the management dismissed the workman.

The case of the workman was the absence was beyond his control. It is further submitted on his behalf, that, the absence even if habitual, major punishment of dismissal is not sustainable. To substantiate his stand he relied on the certified standing orders of the management, Paragraph. 2, wherein it has been stated that for minor penalty the workman is to be asked to show cause within 48 hours. If he denies regarding the misconduct, a disciplinary proceeding is to be started and action is to be taken. In this present case for unauthorized absence show cause for the workman has been called for within 48 hours by the management, which is apparent from record. But the workman did not deny the charge. Hence without imposing minor penalty, imposing major penalty like dismissal is uncalled for. Even though preliminary disciplinary enquiry was proper, imposing major punishment of dismissal, is highly excessive. Long absence from duties, always may not be treaded as habitual absence on the part of the workman. To prove the absence was intentional sufficient material to be filed. In this case though the workman is a absented from duties for a pretty long period that is not accepted as habitual absence. Hence major punishment like dismissal is not called for.

Therefore, the dismissal of the workman is not sustainable. The workman be reinstated from 21-1-2003 with 25% of back wages the 25% of back wages will be given to the workman up till one month from the date of communication of award either to the management or to the workman. If the workman is not reinstated after receipt of the copy of the award either by the workman or the management he will be entitled to 75% of back wages till he is reinstated.

R.K. SARAN, Presiding Officer

नई दिल्ली, 12 नवम्बर, 2012

Mumbai, dated the 17th September, 2012

का.आ. 3561.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कॉकण रेलवे कार्पोरेशन लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 2, मुम्बई के पंचाट (संदर्भ संख्या 91/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-11-2012 को प्राप्त हुआ था।

[सं. एल-41012/64/2001-आई आर (बी-1)]

सुरेन्द्र कुमार, अनुभाग अधिकारी

New Delhi, the 12th November, 2012

S.O. 3561.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 91/2001) of the Central Government Industrial Tribunal No. II Mumbai as shown in the Annexure, in the Industrial Dispute between the management of Konkan Railway Corporation Ltd. and their workman, received by the Central Government on 12-11-2012.

[No. L-41012/64/2001-IR (B-I)]

SURENDRA KUMAR, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO.2, MUMBAI****PRESENT K.B. KATAKE, Presiding Officer****Reference No. CGIT-2/91 of 2001****Employers in relation to the
management of****Konkan Railway Corporation Ltd.**

The Regional Railway Manager
Konkan Railway Corporation Ltd.,
Karwar
Karnataka State
Pin-581 306

AND**Their Workmen**

Shri B. Premjit
Sreedevi- Marunnoli
PO Pudukpanam
Badagara-673 105
Kerala State

APPEARANCES:

For The Employer : Mr. Gurunath Naik, Advocate

For The Workmen : Mr. J H. Sawant, Advocate

AWARD PART-II

The Government of India, Ministry of Labour & Employment by its Order No. L-41012/64/2001-IR (B-1), dated 20-07-2001 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

"Whether the action of the management of Regional Railway Manager, Konkan Railway Corporation Ltd., Karwar in terminating the services of Shri B. Premjith, Foreman w.e.f. 30-12-1999 is legal and justified? If not, to what relief the workman is entitled for?"

2. After receipt of the reference notices were issued to the parties. They appeared through their respective representatives. The second party has filed his statement of claim at Ex-8. According to him he is serving with the first party as a Foreman. He was charge-sheeted for unauthorised absence for the period of 15-10-1998 to 20-12-1999. According to the second party he was already on medical leave since 5-10-98. He was under treatment at Govt. hospital at Vadakara Kerala and Govt. Medical Hospital at Calicut. He had informed the management that he was undergoing medical treatment. And it would take some time for his recovery from the illness. The workman reported his duty on 21-12-1999. He produced the medical fitness certificate issued by the competent authority and requested the management to allow him to resume his duty. Instead of allowing to resume him the duty, management vide memo dt.29-12-99 directed the workman to report Chief Medical Officer, KRCL, Belapur Navi Mumbai for medical examination. On 30-12-1999 the Chief Medical Officer of the management examined the workman and he directed the workman to report the Chief Engineer and Regional Railway Manager, Karwar on 11-1-2000. When the workman reported to them on 11-1-2000, they did not allow the workman to resume his duty. On the other hand they handed over letter dt.30-12-1999 issued by S. Balkrishnan, Chief Engineer, KRCI along with a copy of order dt. 30-12-1999 informing the workman that he was removed from the services with immediate effect. He preferred appeal to the Chief Engineer. The Chief Engineer gave him personal hearing. Under the guise of personal hearing the Chief Engineer closely examined and cross examined the workman. The workman explained his conduct and requested for his reinstatement in the service. However the appellate authority confirmed the punishment of removal from services imposed upon him by another Chief Engineer.

3. The second party workman claims that his termination by way of removal from service is illegal and

unjustified. The inquiry was held ex parte and no opportunity was given to the workman to defend himself. The management did not follow the principles of natural justice while conducting the inquiry. They did not consider the medical certificates and they did not consider that the workman was taken ill and was under treatment therefore the workman raised dispute before ALC.(C). As the conciliation failed, on report of the ALC, Ministry of Labour sent the reference to this Tribunal. According to the workman the inquiry was not fair and proper. The findings of the IO are perverse. Therefore he prays that the order of termination of his services be set aside and the management be directed to reinstate him in the services with full back-wages and consequential benefits and also prays for cost of the reference.

4. The first party resisted the statement of claim vide its written statement at Ex-9. According to them the second party was working as a Foreman when he was charge sheeted on 29-4-1999. And his basic salary was Rs. 5,500 p.m. He was incharge of welding plant and was supervising the employees working under him. He was attending duties of supervisory nature. Therefore he is not workman within the meaning of Section 2 (s) of the I. D. Act, 1947.

5. According to them the second party unauthorisedly remained absent from 15-10-98 to 20-12-1999 and he was engaged in a partnership business in the name and style M/s. Solid Bonds. And the nature of his business was specialized in Rail Gas, Pressure welding work at 709, 4th A Cross, 7th Main First Block, Kalyan Nagar, Bangalore. The second party remained absent unauthorisedly under the guise of sickness by submitted false and bogus medical certificates. But during that period he was engaged in the private business. The medical certificates were false and bogus. The second party therefore could not produce case papers and X-ray reports. The first party Corporation issued charge-sheet to the second party employee on 29-04-1999 as per the provisions of Discipline and Appeal Rules applicable to the second party employee. And thereafter conducted departmental inquiry as per the provisions laid down under the Discipline and Appeal Rules. The letter of intimation was sent to the second party employee to participate in the inquiry proceeding. However he failed and neglected to participate in the inquiry though fair and proper opportunity was given to him. Inquiry was concluded ex-parte.

6. Before confirming the punishment of dismissal, the first party Corporation appointed Mr. P.V.Mathew, Chief Vigilance Inspector as Investigating Officer and he was asked to visit the residence (Native place of second party employee) and to investigate whether second party workman Mr. Premjith was really sick or he was sending false medical certificates. Mr. P. V. Mathew accordingly visited the native place of B.Premjith and verified the

genuineness of his sickness. During the above visit Mr. B. Premjith was not available at his house/residence and his brother Ajith was present. Mr. Mathew pretended to Mr. Ajith that he had come in connection with some gas pressure welding work. He made him to talk with Premjith over his mobile phone and Mr. Premjith during discussion told him that, he was talking from Bangalore and asked Mr. Mathew to come to Bangalore and meet him there. Mr. Ajith the brother of Premjith handed over the visiting card of Mr. Premjith appeared partner of M/s. Solid Bonds. Accordingly Mr Mathew investigated the matter and submitted his report to the first party mentioning that Mr. Premjith was not actually sick but he was doing business at Bangalore and submitted false certificates of Dr. Ummar. The IO held the second party guilty and imposed punishment of termination from the services. The Appellate Authority dismissed the appeal of the workman. They denied all the allegations of the workman made in his statement of claim. According to them the workman was not ill. On the other hand he was doing his partnership business at Bangalore and sending false medical certificates. Therefore they pray that the reference be dismissed with cost.

7. The workman filed his rejoinder at Ex-10. According to him he is workman as defined under Section 2 (s) of ID Act, 1947. He was not doing the work of supervisory nature. He denied all the contents in the written statement and repeated the contents that his services were terminated illegally.

8. In award part-I my Ld. Predecessor decided the issues nos.1 & 2 and held that inquiry was not fair and proper and findings of the inquiry officer are perverse. After Award part-I remaining issues are re-casted. I record my findings thereon for the reasons to follow:

ISSUES	FINDINGS
(i) Whether the second party employee is workman as defined under Section 2 (s) of the I.D. Act, 1947?	Yes
(ii) Whether the second party is guilty of misconduct of unauthorized absence?	Yes
(iii) If yes, whether punishment of termination from services is proportionate to the proved misconduct?	Yes
(iv) Whether the workman is entitled to be reinstated with full back-wages?	No
(v) What order?	As per final order

4404 GI/12-11

REASONS**Issue no. 1 :—**

9. In this respect it is the case of the first party that the second party was working as a Foreman. His duty was of supervisory nature. They further contended that the second party was in charge of Gas Pressure Welding Unit and USFD testing and he was taking independent decision about the work. It was also contended that he was supervising the work of the workman working under him and he used to sanction their leaves etc. It was also submitted that the basic pay of the second party was Rs. 5,500 p.m. Therefore it is submitted that the second party was not workman within the meaning of Section 2 (s) of the I.D. Act, 1947. The second party has denied these allegations in his rejoinder as well as in his affidavit. He denied that nature of his work was of supervisory nature. He denied that he was in charge of the Gas Pressure Welding Unit etc. He also denied that, he was supervising the work of the workmen working under him. He also denied that he used to sanction leave of those workmen. In this respect the Ld. Adv. of the second party rightly submitted that in respect of nature of work, sanction of leave of the workmen by the second party, there must be documents with the first party management. However management has not produced any such document to show that either workman was doing the work of supervisory nature or was in charge of the workman working under him. As the first party has not produced any documentary evidence on record, adverse inference can safely be drawn against the first party. In the circumstances, I hold that the second party employee was doing manual work and he was a workman as defined under Section 2 (s) of I.D. Act, 1947. Accordingly I decide this issue no.1 in the affirmative.

Issue no. 2 :—

10. On the point fact is not disputed that, the workman was not on duty since 15-10-1998 till 20-12-1999. In short it is an admitted fact that the workman was absent from duty for the said period of 14 months. Therefore heavy burden lies on the workman to show that he was infact taken ill and was undergoing any treatment and that he was unable to attend the duty during the period of 14 months. The workman has produced few medical proforma certificates at Ex-31 and Ex-32. However he has not produced any X-ray report or case papers or MRI report etc. A person suffering from serious orthopedic disorder for 14 months must have undergone number of tests such as X-ray, MRI Scan etc. However except proforma medical certificates of some doctors he has not produced any other document to show that infact he has any orthopedic problem as has been alleged. Furthermore the Ld. Adv. for the first party pointed out that the second party in his cross examination at Ex-50 says that, he was not admitted in the hospital during the period 15-10-98 to 20-12-1999. It indicates that the alleged illness was not

serious. Without any hospitalization the second party remained absent for 14 months. In his cross examination he denied that he has not shown medical case papers and X-ray report. He has shown his readiness to show these documents. However he has not produced a single document or X-ray or MRI report of his so called serious orthopedic disorder. In the circumstances for want of production of case papers, X-ray report, MRI reports etc, adverse inference can safely be drawn against the workman that he was not seriously ill for 14 months. He has also not even applied for any leave and remained unauthorisedly absent. A person having serious orthopedic problem for 14 months could have produced number of documents in respect of his examination, such as X-Ray, MRI and documents of treatment, medicine prescriptions etc.

11. The Ld. Adv. for the second party pointed out that medical certificate is sufficient to grant medical leave. In support of his argument he resorted to Apex Court ruling in New India Assurance Co. Ltd. V/s. Vipin Biharilal Srivastava 2008 LLR 440. In this judgement the Hon'ble Apex court has observed in respect of sick leave observed :

"Sick leave can be granted to an employee only on production of a medical certificate from a registered medical practitioner".

However Hon'ble Court on the point further observed that,

"Leave cannot be claimed as a matter of right."

The Hon'ble Court in respect of sick leave further observed that;

"It can be granted only on production of a medical certificate from a registered medical practitioner clearly stating that as far as possible the diagnosis and probable, duration of treatment.

12. In the certificate herein exhibited collectively Ex-31, Dr. P.T. Gopalan has issued the first certificate dt. 06-10-1998 wherein it is mentioned that the workman was suffering from 'IVDPC Sciatica' and he was required to remain absent from duty for 5 days w.e.f. 06-10-1998. The next certificate dated 11-10-1998, the same Doctor has extended the time of absence from duty for one month w.e.f. 11-10-1998. Again on 10-11-98 same doctor has extended the period by one more month. Again on 10-12-98 same doctor has extended the period for one more month. On 10-01-1999 same doctor has extended further period for 45 days. On 25-3-1998 same doctor has extended further period for one month. On 26-04-1999 the same doctor has again extended one month's period. In the next certificate the same doctor has extended one more month from 25-05-1999. Thereafter another doctor suggested absence from duty for 30 days w.e.f. 22-09-1999. Same

doctor from Ayurvedic Hospital has again advised to remain absent from duty for 30 more days w.e.f. 22-10-1999. He again issued another certificate dt. 21-11-1999 and advised 30 more days absence from duty. Dr. Ummar has issued these four more certificates exhibited collectively at Ex-33. In first three certificates he advised absence for 4 weeks each from duty and in last certificate he advised absence from duty for 5 days w.e.f. 17-09-1999. From these certificates it is clear that the doctors have not given definite period of treatment. The first doctor has mentioned the period of 5 days. Thereafter in each certificate Ex-31 he extended period by one month on each occasion. According to the Ld. Adv. for the first party, all these certificates Ex-31 (Colly) and Ex-32 (Colly) appears to be got prepared merely for the sake of creating evidence. He pointed out that the workman has not produced any case paper, X-ray report or MRI report. He claims that he was taking treatment for more than 14 months and was unable to attend his duty. He must have been advised for X-Ray, MRI etc. Such type of disorder is generally detected from the X-ray or MRI reports. Though he was asked to produce these documents, no such document is produced by the second party. Such certificate could have been accepted had the workman absent from duty for couple of months. In the case at hand, he was absent for more than 14 months from duty. Therefore the workman was expected to produce the relevant evidence of X-ray, MRI and other case papers especially when the first party has alleged that the workman has started his business in the name and style as 'SOLID BONDS'. They have also produced the visiting card of SOLID BONDS with list Ex-20/1. According to them the second party workman is himself looking after the said business at Bangalore and the said fact is revealed from the inquiry of Chief Vigilance Officer, Mr. Mathew.

13. The mere medical certificate from some doctor produced by the workman thus does not extend any help to justify his absence for 14 months as the doctor has not given the specific period of 14 months for his recovery as has been observed in the above referred ruling. On the other hand the doctor initially certified period of treatment for five days. Thereafter the certified period of absence for 30 days. All the subsequent certificates then for remaining period of 13 months are unacceptable as they are all against the first certificate issued for period of 5 or 30 days. That is the specific period certified by the doctor for recovery. Therefore subsequent contrary certificates are unacceptable and cannot be relied upon specially when, it is the case of the first party that they have sent their Vigilance Officer to the native place of the workman. The Vigilance Officer found that, the workman had started his

own business of Gas Pressure Welding at Bangalore in the name and style as 'SOLID BONDS' and workman himself was looking after the said business at Bangalore. Therefore he remained absent. The circumstances on record especially not producing any medical examination papers, prescriptions, receipt of medicine etc. support the version of the first party. In this backdrop just and fair conclusion can be arrived at that the workman remained unauthorisedly absent for more than 14 months and is guilty of misconduct of unauthorized absence. Accordingly I decide this issue No.2 in the affirmative.

Issues nos. 3 and 4:-

14. On the point of punishment, on behalf of second party workman it is submitted that, he was not unauthorisedly absent. According to him as he was taken ill and undergoing treatment. Therefore he could not attend his duty for 14 months. It is discussed in issue no. 2 hereinabove that the workman was unauthorisedly absent from duty. As he was absent from duty for 14 months unauthorisedly, according to the first party termination of his services is proportionate punishment to the proved misconduct. In support of his argument the Ld. Adv. for first party resorted to two Apex Court rulings in New India Assurance Co. Ltd. V/s. Vipin Bihari Lal Srivastava 2008 LLR 440. In that case the workman therein was dismissed from service for long unauthorized absence from duty. In industrial dispute Industrial Tribunal passed the award for reinstatement with full back-wages. Writ Petition of the management was dismissed. Letters Patent Appeal was also dismissed by the Division Bench. While allowing the appeal Hon'ble Apex Court upheld the action of management terminating the services of its employee for unauthorized absenteeism. The second ruling the Ld. Adv. for first party relied upon is MP State Electricity Board and anr. V/s. S. K. Yadav 2009 (120) FLR 1158 wherein the Hon'ble Apex Court in respect of unauthorized absence observed that :

"Unauthorised absence for a long time is a serious misconduct."

15. There is another ruling of Hon'ble Apex Court in Chairman and MD VSP & Ors. V/s. Goparaju Sir Prabhakara Hari Babu 2008 II LLJ 645 wherein the Hon'ble Court held that punishment of removal from service for habitual unauthorized and continuous absenteeism is justified. High Court cannot reverse the punishment on the ground of sympathy or sentiment.

16. In the case at hand the second party was unauthorisedly absent from duty for 14 months. It amount to serious misconduct to impose punishment of termination. Accordingly I decide this issue no. 3 in the affirmative. Consequently I hold that the workman is not entitled to be reinstated. Accordingly I decide this issue no. 4 in the negative. Thus I pass the following Order:

ORDER

The reference stands rejected with no order as to cost.

Date: 17-09-2012

K. B. KATAKE, Presiding Officer

नई दिल्ली, 12 नवम्बर, 2012

का.आ. 3562.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर-पूर्व रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 48/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-11-2012 को प्राप्त हुआ था।

[सं. एल-41012/43/2007-आई आर (बी-1)]

सुरेन्द्र कुमार, अनुभाग अधिकारी

New Delhi, the 12th November, 2012

S.O. 3562.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the Award (Ref. No. 48/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the Industrial Dispute between the management of North Eastern Railway and their workman, received by the Central Government on 12-11-2012.

[No. L-41012/43/2007-IR (B-I)]

SURENDRA KUMAR, Section Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, LUCKNOW**

PRESENT:

Dr. MANJU NIGAM, Presiding Officer

I.D. No. 48/2007

Ref. No. L-41012/43/2007-IR (B-I) dated: 13-09-2007

BETWEEN

Mandal Sachiv (Divisional Secretary)
NE Railway Shramik Sangh
C/o Sh. D.P. Awasthi
49, Tilak Nagar
Lucknow
(Espousing cause of Shri Mohan Singh)

AND

1. The Divisional Railway Manager
North Eastern Railway
Ashok Marg
Lucknow

2. Senior Divisional Engineer
NE Railway, Ashok Marg
Lucknow

AWARD

1. By order No. L-41012/43/2007-IR (B-I) dated: 13-09-2007 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the Mandal Sachiv (Divisional Secretary), NE Railway Shramik Sangh, C/o Sh. D.P. Awasthi, 49, Tilak Nagar, Lucknow and the Divisional Railway, Manager, North Eastern Railway, Ashok Marg, Lucknow and Senior Divisional Engineer, NE Railway, Ashok Marg, Lucknow for adjudication.

2. The reference under adjudication is:

"Whether the action of the management of NE Railway in not promotion to Shri Mohan Singh Sr. Khalasi as Fitter from the date his juniors were given, is legal and justified? If not, to what relief the concerned workman is entitled?"

3. The case of the workman's union, in brief, is that the workman, Mohan Singh was appointed as Gangman on 01-05-1973 and was granted temporary status on 18-06-1982. His services were regularized on screening on 26/21-06-97 and his name was placed at S. No. 2 of the panel No. 2 dated 30-08-97. It has been alleged by the union that Shri Kashmir Singh, who was appointed after 1983 as Khalasi and regularized vide panel No. 280; whereas Shri Kadi Ahmad and J. Charls were appointed as Casual Labour w.e.f. 20-09-83 and their names were placed at S. No. 294 and 300 respectively, all these workmen were junior to the workman, Mohan Singh even then the management of the railways has denied him promotion by manipulating the seniority list and has promoted the above named juniors in December, 2002. Accordingly, the union has prayed that the workman concerned is entitled for promotion in higher grades including to the post of fitter from the date his juniors viz. Kashmir Singh, Kadi Ahmad and J. Charls who have been promoted to the post of helper Khalasi and Fitter.

4. On filing statement of claim by the workman's union, on 23-11-2007 the management was issued registered notice vide dated 26-11-2007 to file their written statement on 28-12-2007; but none turned on behalf of the management to file their written statement. When no written statement was filed from railway, another registered notice was sent to the opposite parties for filing written statement vide dated 09-02-2009, fixing 13-03-2009. Again none turned up from the management on subsequent dates, which resulted into ex-parte order against management vide dated 24-07-2009 and date was fixed for 11-09-2009 for workman's evidence.

5. The workman filed its evidence on 12-11-2009 and since the case was proceeding ex-parte against management, next date was fixed for 11-12-2009 for arguments. On 11-12-2009, Shri Rahul Nigam, advocate appeared for the opposite parties and filed his authority. On 12-03-2010, the authorized representative moved application, paper No. M-9 to recall the order dated 24-07-2009, duly supported by an affidavit of Shri P.B. Prasad, DPO, paper No. M-10 and the order dated 24-07-2009 was recalled vide order dated 24-08-2010 in the interest of justice, on payment of cost, fixing 16-09-2010 for written statement by the management.

6. On 16-09-2010, the management instead of filing written statement moved application, M-11 seeking time to file written statement, which was allowed and next date 27-10-2010 was fixed for written statement. The management did not file written statement on 27-07-2010, 10-12-2010, 06-01-2011, 27-01-2011, 21-02-2011, 24-03-2011, 06-05-2011, 05-07-2011, 09-08-2011 and 23-09-2011. When none turned up from opposite party to file written statement, the order to proceed ex-parte against the management was passed and 04-11-2011 was fixed for workman's evidence. On 04-11-2011 since the workman's evidence had already been filed, the case was fixed for argument. The opposite party remained absent on subsequent dates; however, the authorized representative appeared on 09-04-2012 and moved application, M-13 for giving time to file their written statement, which was allowed at the payment of cost of Rs. 1500, keeping in view long pendency of the case and in order to afford the management to put their case, fixing 22-05-2012. But the management again did not turn up on 22-05-2012 and 18-07-2012, as such the case was ordered to proceed ex-parte against the management fixing 10-09-2012 for ex-parte argument. The management did not turn on 10-09-2012 and 18-12-2012 to press their case; accordingly, the case was reserved for award, in view of reluctance of the management to contest their case and long pendency of the dispute since 2007.

7. The workman's union has filed photocopy of following documents in support of their case:

- (i) Casual labour card, paper No. 3/7 to 3/12A.
- (ii) Panel list dated 30-08-97 and 23-01-98, paper No. 3/13 to 3/20.
- (iii) Details of casual labour worked in the year 1983, paper No. 3/21 to 3/25.
- (iv) Office order dated 03-08-2005 regarding promotion of Xaviers Charles, paper No. 3/26 to 3/28.
- (v) Office order dated 21-08-2007, promoting Kashmir Singh, paper No. 3/29 to 3/30.

8. The authorized representative of the workman's union has argued that the workman in spite of being senior had been deprived of the promotion. He has relied on list dated 30-08-97 regularizing workman with panel No. 02; and dated 23-01-98 regularizing Kashmir Singh with panel No. 280.

9. Heard argument of the union's representative and perused entire evidence on record.

10. The management has neither filed its written statement nor its evidence nor has forwarded any argument either oral or written in spite of so many opportunities being afforded to them. The workman's union has pleaded that the management denied the workman of his legitimate right by not giving him promotion while the same was afforded to his juniors. It has not only disclosed the names of those juniors who were given promotion; but has also sustained its contentions by the way of oral as well documentary evidence. The management has neither disputed his pleading by filing a written statement nor has controverted its evidence by filing any affidavit or by producing its witness for examination/cross-examination. Therefore, in view of the law laid down by Hon'ble Apex Court in (2006) 3 SCC 276 State of U.P. vs. Sheo Shanker Lal Srivastava & Others; the statement of the witness, having not been controverted would be deemed to be admitted, there is no reason to disbelief the pleadings of the workman's union. Particularly when it has filed the photocopy of the order of regularization dated 30-08-97 and 23-01-98 wherein the workman, Mohan Singh was placed at panel No. 02 whereas another workman viz. Kashmir Singh is placed at panel No. 280. The perusal of the above referred orders makes it clear that the workman, Mohan Singh is senior to Kashmir Singh; accordingly, in view of absence of any rebuttal from the management on the issue it may be concluded that workman, Mohan Singh, being senior must have been given promotion before Kashmir Singh.

11. In view of the discussions made above, I am of considered opinion that that the workman Mohan Singh is senior to Kashmir Singh, therefore, he should have been given promotion prior to his juniors. Accordingly, I come to the conclusion that the action of the management of the N E Railway in not giving promotion to Shri Mohan from the date his juniors were given promotion, is unjustified and illegal.

12. Accordingly, the reference is adjudicated in favour of the workman's union; and I come to the conclusion that the workman Mohan Singh is entitled for promotion from the date his juniors were given with all consequential benefits.

13. Award as above.

LUCKNOW.
25-10-2012.

Dr. MANJUNIGAM, Presiding Officer

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नई दिल्ली, 12 नवम्बर, 2012

का.आ. 3563.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 54/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-11-2012 को प्राप्त हुआ था।

[सं. एल-12012/62/2008-आई आर (बी-1)]
सुरेन्द्र कुमार, अनुभाग अधिकारी

New Delhi, the 12th November, 2012

S.O. 3563.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 54/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the Industrial Dispute between the management of State Bank of India and their workman, received by the Central Government on 12-11-2012.

[No. L-12012/62/2008-IR (B-I)]

SURENDRA KUMAR, Section Officer

**ANNEXURE
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT;
BHUBANESWAR**

Present:

Shri J. Srivastava,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

Industrial Dispute case no. 54/2008

Date of Passing Award - 18th October, 2012

Between:

The Branch Manager,
State Bank of India, Jajpur Town Branch,
At/Po. Jajpur, Dist. Jajpur,
(Orissa). ...1st Party-Management.

(And)

Their workman Sri Sunil Kumar Barik,
Qr. No. VR-5/l, Kharvela Nagar, Unit-3,
Bhubaneswar. (Orissa) ...2nd Party-Workman.

Appearances :

Shri Alok Das, : For the 1st Party-
Authorized Representative : Management
None. : For the 2nd Party-
Workman.

AWARD

The Government of India in the Ministry of Labour has referred the present dispute existing between the employers in relation to the Management of State Bank of India and their workman under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide Letter No. L-12012/62/2008-IR (B-I), dated 10-07-2008 to this Tribunal for adjudication to the following effect:

“Whether the action of the management of State Bank of India, in relation to their Jajpur Town Branch, Jajpur in terminating the services of Sri Sunil Kumar Barik w.e.f. 30-9-2004, is legal and justified? If not, what relief the workman concerned is entitled to?”

2. The 2nd Party-Workman has filed his statement of claim alleging that he had joined his services as a Messenger on 1st January, 1986 after succeeding in interview. He was assured to get permanent appointment order after one year or on completion of 240 days work in a calendar year, but despite completion of several years of continuous satisfactory service and putting in more than 240 days' work in each year he was not regularized, instead terminated and refused employment from 30-9-2004 by the 1st Party-Management without any written communication or payment of compensation. The 1st Party-Management in refusing employment to him violated all principles of natural justice and mandatory provisions of Section 25-F of the Industrial Disputes Act, 1947. He therefore brought the matter into the notice of the C.G.M. and C.D.O. of the State Bank of India, L.H.O., Bhubaneswar. But on hearing nothing, he raised an industrial dispute before the Regional Labour Commissioner (Central) vide his letter dated 02-03-2005. Conciliation proceedings were started, but they failed and thereupon a failure report was submitted to the Government and the Government made the present reference. He is thus entitled to get full back wages and reinstatement with continuity of service with effect from 30-9-2004.

3. The 1st Party-Management in its reply through written statement has stated that the present dispute is misleading and misconceived in as much as the 2nd Party-workman had already raised a similar dispute along with 124 other workers through the State Bank of India Temporary 4th Grade Employees Union before the Assistant Labour Commissioner (Central), Bhubaneswar challenging their alleged, termination of service by the

1st Party-Management. In the said dispute the failure report was sent by the Asst. Labour Commissioner (Central), Bhubaneswar to the Ministry of Labour who in turn referred the matter to this Tribunal for adjudication and the same is pending before this Tribunal being I.D. Case No. 7/2007. The name of the 2nd Party-workman is appearing at Sl. No. 95 in Annexure-A to the said reference. Thus, raising a common dispute for same cause of action and again raising individual dispute for same relief is nothing but an abuse of the process of law and amounts to multiplicity of litigation. The Asst. Labour Commissioner (Central) while conciliating the individual disputes disregarded the direction of the Deputy Chief Labour Commissioner (Central) not to take any further action on the separate disputes raised by the same workers for the same cause of action. The allegation of the 2nd Party-workman that he had joined the Bank on 1st January, 1986 and he was discontinued from service on 30-9-2004 is not correct. He was engaged intermittently on temporary/daily wage basis due to exigencies of work. When his services were no more required he was not engaged further. It is further denied that he was performing his duties with all sincerity and honesty and to the best of satisfaction of the Authority. The 2nd Party-workman has neither completed several years of continuous service in the Bank nor he has completed 240 days of continuous service in any calendar year preceding the date of his alleged termination. In order to give an opportunity for permanent absorption to the ex-temporary employees/daily wagers in the Bank in view of the various settlements entered into between the All India State Bank of India Staff Federation and the Management of the State Bank of India all eligible persons were called for interview. The 2nd Party-workman was also called for interview in the year 1990 and 1993. But he was not found suitable hence could not be appointed in the Bank. The Union or the 2nd Party-workman has never challenged the implementation of the settlement which has now gained finality. It is further submitted that some of the wait-listed candidates, who could not be absorbed in the Bank's service due to expiry of the panel on 31st March, 1997, filed Writ Petitions before the Hon'ble High Court of Orissa. But the Hon'ble High Court of Orissa by a common order dated 15-5-1998 passed in O.J.C. No. 2787/1997 dismissed a batch of Writ Petitions and upheld the action of the Management of the Bank. This order of the Hon'ble High Court was also upheld by the Hon'ble Supreme Court of India in S.L.P. No. CC - 3082/1999. Hence the above matter has attained finality and cannot be re-agitated. Since the services of Sri Barik had allegedly been terminated on 31-7-1988 his claim has become stale

by raising the dispute after sixteen years. It is a settled principle of law that delay destroys the right to remedy. Thus the present dispute is liable to be rejected on the above grounds.

4. On the pleadings of the parties following issues were framed:—

ISSUES

1. Whether the present reference of the individual workman during the pendency of the I. D. Case No. 7/2007 before this Tribunal on the same issue is legal and justified?
2. Whether the workman has worked for more than 240 days as enumerated under Section 25-F of the Industrial Disputes Act?
3. Whether the action of the Management of State Bank of India, Jajpur Town Branch, Jajpur in terminating the services of Sunil Kumar Barik with effect from 30-9-2004 without complying the provisions of the I.D. Act, 1947 is legal and justified.
4. To what relief is the workman concerned entitled?
5. The 2nd Party-workman despite giving sufficient opportunity did not adduce any evidence either oral or documentary in support of his claim and willingly kept himself out of the proceedings at the stage of evidence by absenting himself or his Union representative.
6. The 1st Party-Management has adduced the oral evidence of Shri Satya Naryan Mohanty as M.W.-I and filed documents marked as Ext.-A to Ext.-J in refutation of the claim of the 2nd Party-workman.

FINDINGS

ISSUE No. 1

7. A specific plea has been raised by the 1st Party-Management that a group of 125 employees including the 2nd Party-workman had already raised a similar dispute in I.D. Case No. 7/2007 before this Tribunal for the same relief which is pending for adjudication. The dispute as referred to in I.D. Case No. 7/2007 is given below for comparison with the dispute in the present case—

Whether the action of the Management of State Bank of India, Orissa Circle, Bhubaneswar in not considering the case of 125 workmen whose details are in Annexure-A for re-employment as per Section 25(H) of Industrial Disputes Act, 1947 is legal and

justified? If not, what relief the workmen are entitled to?

8. The name of the 2nd party-workman appears at Sl. No. 95 in Annexure-A to the above reference. In both the cases the matter of disengagement or so called retrenchment is involved to be considered in one or the other way and the relief claimed is with regard to re-employment. But challenge has been made more specifically against the termination of service of the 2nd Party-workman in the present case while in I.D. Case No. 7/2007 prayer has been made with regard to consideration of the case of 125 workmen for re-employment as per Section 25-H of the Industrial Disputes Act, 1947. In fact, in the latter case the workmen have submitted or virtually surrendered to their cessation of employment or alleged termination, whereas in the present case they have challenged their termination on facts and law. Virtually in the present case validity and legality of the alleged termination has to be tested at the alter of facts and legal propositions. Therefore it cannot be said that the issues involved in both the cases are same. This case can proceed despite pendency of I.D. Case No.7 /2007 and the present reference by the individual workman pending for adjudication is maintainable being legal and justified. This issue is therefore decided in the affirmative and against the 1st Party-Management.

ISSUE No.2

9. The onus to prove that the 2nd Party-workman has completed one year or 240 days of continuous service during a period of 12 calendar months preceding the date of his alleged termination or disengagement from service lies on him, but the 2nd Party-workman has not adduced any evidence either oral or documentary in support of his contention. He has only alleged in his statement of claim that he had joined the service on 1st January, 1986 and worked till 30-9-2004 on temporary/casual/daily wage basis, but he has not filed any certificate or reliable document showing the break-up of year-wise service rendered by him under the 1st Party-Management during the above period. The 1st Party-Management, on the other hand, has alleged that the 2nd Party-workman was engaged intermittently on temporary/daily wage basis due to exigencies of work and he had never completed 240 days continuous service in a calendar year. M.W.-I Shri Satya Narayan Mohanty in his statement before the Court has stated that "The disputant was working intermittently for few days in our Branch on daily wage basis in exigencies.. . . . He had not completed 240 days of continuous and uninterrupted service preceding the alleged date of

the termination". He has denied the allegation that the workman was discontinued from service with effect from 30-9-2004, but has stated that "In fact the workman left working in the Branch since 31-7-1988." The 2nd Party-workman has to disprove the evidence led by the 1st Party-Management, but he has not come before the Court to give evidence. A temporary or daily wage worker has no right to claim reinstatement and particularly when such an employee had not worked for 240 days continuously during a period of 12 calendar months preceding the date of his so-called termination. Thus he is not entitled to get benefit of Section 25-F of the Industrial Disputes Act, 1947. This issue is hereby decided against the 2nd Party-workman for failing to prove that he had worked for 240 days continuously during a period of 12 calendar months preceding the date of his disengagement or alleged termination from service.

ISSUE No. 3

10. Since the 2nd Party-workman could not prove that he had rendered 240 days continuous service under the 1st Party-Management during a period of 12 calendar months preceding the date of his disengagement or alleged termination, he is not entitled for re-employment even in case of his alleged illegal and arbitrary termination. Moreover, he was a temporary/casual/daily wage employee. His services can be terminated at any time without assigning any cause by the 1st Party-Management. He has no legal right to be retained in service for the extended period, if he was appointed for a certain period or when no time is specified. The 2nd Party-workman has not filed any letter of appointment or proof of having rendered service under the 1st Party-Management for a specified period against a regular post. The 1st Party-Management has further alleged that in time of exigencies only the 2nd Party-workman was employed. It means that with the end of exigencies his job also came to an end. In view of the matter the action of the management of State Bank of India, Jajpur Town Branch, Jajpur in terminating the services of Sri Sunil Kumar Barik with effect from the alleged date of his termination is fair, legal and justified. This issue is accordingly decided in the affirmative and against the 2nd Party-workman.

ISSUE No. 4

11. In view of the findings recorded above under Issue Nos. 2 and 3, the 2nd Party-workman is not entitled to any relief whatsoever claimed.

12. Reference is answered accordingly.

JITENDRA SRIVASTAVA, Presiding Officer

नई दिल्ली, 12 नवम्बर, 2012

का.आ. 3564.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इण्डिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण दिल्ली के पंचाट (संदर्भ संख्या 161/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-11-2012 को प्राप्त हुआ था।

[सं. एल-12011/55/2002-आई आर (बी-1)]

सुरेन्द्र कुमार, अनुभाग अधिकारी

New Delhi, the 12th November, 2012

S.O. 3564.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 161/2011) of the Central Government Industrial Tribunal-cum-Labour Court No. 1 New Delhi as shown in the Annexure, in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 12-11-2012.

[No. L-12011/55/2002-IR (B-I)]

SURENDRA KUMAR, Section Officer

ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
NO.1, KARKARDOOMA COURTS
COMPLEX, DELHI**

I.D. No. 161/2011

The General Secretary,
All India Bank Staff Assn.,
33-34, Bank Enclave,
Ring Road, Rajouri Garden,
New Delhi - 110027.

....Workman

Versus

The Chief General Manager,
State Bank of India,
Local Head Office,
11, Parliament Street,
New Delhi - 110001.

... Management

AWARD

To convert their human resources into assets compatible with business strategies through a variety of measures, including constant up-gradation of skills, achieving a proper age and skill profile, creating opportunities for lateral as well as vertical career progression and including fresh skilled personnel with technical and professional skills for new business opportunities, a Committee was constituted to review

human resources and manpower planning in public sector banks. The Committee recommended introduction of voluntary retirement scheme with a view to optimize human resources and achieve balanced age and skilled people in keeping tone with business strategy. On recommendations of Indian Banks' Association, State Bank of India (hereinafter referred to as the bank) introduced a scheme titled 'State Bank of India Voluntary Retirement Scheme (in short the Scheme). Relevant date for retirement under the Scheme was 31-3-2001. A number of employees of the bank opted for the Scheme. They were paid ex-gratia amount, besides gratuity, PF contribution, pension in terms of bank's Pension Fund rules and encasement of their privilege leave, as applicable on the relevant date. Employees who opted for the Scheme were relieved at the close of business hours on 31-3-2001.

2. A few days after their retirement the bank made recoveries of amount paid to them towards leave encasement from the employees who had less than 20 years services. This action of the bank was assailed. A demand was raised to return the amount, so recovered from the employees, who had opted for the Scheme and having less than 20 years pensionable service as on 31-3-2001. This demand was disputed by the bank. All India Bank Staff Association (in short the Association) approached the Conciliation Officer, where a dispute was raised relating to non-payment of benefits in terms of money on account of encasement -of privilege leaves, in case of employees who were having less than 20 years pensionable service on the relevant date. The bank contested the claim made by the Association. Conciliation proceedings ended into a failure. The Conciliation Officer submitted his failure report to the appropriate Government. On consideration of the report, so submitted, appropriate Government referred the dispute to this Tribunal for adjudication, vide order No.L-12011-55/2002-IR(B-I), New Delhi dated 10.02.2003, with following terms:

"Whether the action of the management of State Bank of India in relation to the non-payment of encasement of privilege leave and recoveries made from the saving bank account of employees (as per Annexure G) retired under voluntary retirement Scheme of the Bank who had put in less than 20 years service and retired on 30.03.2001 is just, fair and legal? If not, to what relief workmen are entitled to and from which, date?"

3. Claim statement was filed by General Secretary of the Association, pleading that the Scheme was approved by the Indian Banks' Association, in consultation with the Government of India, for all public sector banks for reducing their surplus staff on payment of special compensation. Since the Scheme was approved

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by the Government of India and Indian Banks' Association, formality was there for the Board of Directors of each bank to approve the Scheme, to give it a legal shape. The bank was having no authority to make any change in the Scheme approved by the Indian Bank's Association and the Government of India, without their approval. As per the Scheme, all permanent employees with 15 years of service or 40 years of age were eligible to avail the benefits under the Scheme. They were entitled to payment of ex-gratia amount of 60 days (pay + stagnation increment + special allowance + dearness allowance) for each completed year of service or salary for number of months of service left, whichever was less. The Scheme was open upto 31-3-2001. Employees, who opted for retirement under the Scheme, are deemed to have retired on superannuation in normal course and they were entitled to benefits as applicable on retirement on the relevant date, besides payment of ex-gratia amount. Employees who were retired under the Scheme were entitled for encashment of privilege leaves due to them. The bank paid to most of the employees leave encashment amount on 31-3-2001. But after a few days, recoveries were made from the employees who had put in less than 20 years of pensionable service as on 31-3-2001. This action of the bank was illegal, arbitrary, unfair and amounted to daylight robbery. Some of the employees were not paid leave encashment at the time of their retirement on 31-3-2001, which action was also illegal.

4 The Association pleads that as per Clause 15 of Bipartite Settlement dated 31-10-1979 (commonly known as third Bipartite Settlement), employees were entitled to encash the accumulated leave to their credit at the time of their retirement. In case of death of workman while in service, his heirs are to be paid salary for the leave accrued to him at the time of his death. The above provisions of the Bipartite Settlement neither speak of superannuation nor of entitlement of pension. It clothes the employees with a right to encash their privilege leave at the time of retirement, pleads the Association. Under the Scheme, employees were entitled to encashment of balance privilege leave as applicable on the relevant date. Therefore, option was not available with the bank to refuse encashment of privilege leaves to an employee who was having less than 20 years of pensionable service as on 31-3-2010. The bank made a wrong interpretation of the provisions of the Scheme and denied the right to its employees to encash their privilege leaves at the time of retirement under the provisions of the Scheme. It has been claimed that an award may be passed against the bank, directing it to pay amount illegally recovered from the employees relating to encashment of their privilege leave, besides further direction to the bank to pay to all

the employees whose payments in respect of leave encashment was withheld. The Association further claims that compound interest @ 18% may also be awarded, besides suitable compensation.

5. The bank demurres the claim pleading that non-payment of privilege leave encashment amount to the employees, who had opted for the Scheme, is not an industrial dispute. In clause 8(IV) of the Scheme, it was provided that its contents are not negotiable and shall not be deemed or construed as a subject matter of right or contract of service. It has been further provided therein that contents of the Scheme shall not be subject matter of any industrial dispute under the provisions of the Industrial Disputes Act, 1947 (in short the Act). The bank pleads that retirement age of its employees is 60 years, as per guidelines dated 22-5-1998, issued by the Government of India. Memorandum of Settlement dated 15.09.1998 makes it clear that retirement age of award staff/employees was agreed at 60 years. As per provisions of Para 15 of third Bipartite Settlement, workman would be entitled in encashment of accumulated leave to this credit at the time of retirement, vide circular dated 20-11-1986, bank introduced provisions of voluntary retirement Scheme for its officers on completion of 20 years service/pensionable service. These provisions were also extended to members of award staff. As per service conditions, award staff could either seek voluntary retirement on completion of 20 years pensionable service or may retire on attaining the age of 60 years. There was no other manner of retirement, contemplated under service rules. Thus, as per third Bipartite Settlement, encashment of privilege leave is permissible only at the time of retirement, that is, on completion of 20 years of service. An employee who wants to leave employment of the bank before completing 20 years of pensionable service, is treated to have resigned and not retired. Vide Circular dated 11.02.1985, bank circulated to its employees that those opting for voluntary retirement/cessation. Under Clause 16 of Bipartite Settlement, would not be entitled to leave encashment, unless it could be treated as retirement for the purpose of pension.

6. Scheme offered ex-gratia package to the employees of the bank and it remained in operation for a limited period. Terms stipulated therein were implemented on the analogy of contract between the parties. Ex-gratia payment is not available under normal service conditions. It was further provided therein that employee seeking retirement under the Scheme would not be entitled to dispute the payment received thereunder on any ground whatsoever and in case of dispute as to the interpretation of any of the terms and conditions of the Scheme, decision of the bank shall be final and binding on all the parties concerned. Employees, who retire under the Scheme, cannot be treated to have

retired on superannuation in normal course. Employee who has not completed 20 years of service cannot be deemed to have retired on superannuation and as such, was not entitled to benefits like pension and leave encashment etc. It was specifically provided in the Scheme that encashment of privilege shall be permissible to eligible employees only. Employees, having less than 20 years pensionable service, were made payment relating to encashment of their privilege leaves due to inadvertence. Hence the bank was within its right to recover the amount paid under mistake. Circulars dated 11-2-1985 and 26-9-1986 made it clear that leave encashment is not permissible unless the employee retires for the purpose of pension. The employees, having less than 20 years pensionable service on 31-3-2001 were not entitled to encashment of their privilege leaves. As such, encashment of privilege leave was not accorded to them. There is no case in their favour to seek encashment of privilege leaves. Claim put forth may be discarded, being devoid of merits, pleads the bank.

7. No evidence was adduced by the claimant union. Same is the case with the bank. Thus, it is evident that the parties opted not to lead any evidence in support of their respective case.

8. Vide order No. Z-22019/6/2007-IR(C-II), New Delhi dated 11-02-2008, case was transferred to Central Government Industrial Tribunal No.II, New Delhi for adjudication by the appropriate Government. It was retransferred to this Tribunal, vide order No.Z-22019/6/2007-IR(C-II), New Delhi dated 30.03.2010 for adjudication.

9. Arguments were heard at the bar. Shri J.N. Kapoor, authorized representative, advanced arguments on behalf of the claimant union. Ms. Kittoo Bajaj, authorised representative, raised her submissions on behalf of the bank. Written submissions were also filed on behalf of the claimant union. I have given my careful consideration to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows :—

10. There are no two opinion that conditions of service of award staff are being governed by Bipartite Settlements. Third Bipartite Settlement, signed by the parties on 31-10-1979, makes provisions for encashment of privilege leaves. Provisions contained therein are reproduced thus:

“15 Encashment of Privilege Leave

- (i) Parties agreed that workmen would be entitled to encash accumulated leave to his credit at the time of retirement

- (ii) Parties further agreed that if a workman dies in service, his heirs will be paid salary for the leave accrued to him at the time of his death.”

11. Provisions referred above highlight that a workman is entitled to encash accumulated leave to his credit at the time of his retirement. Therefore, the word ‘retirement’ is to be construed in order to ascertain as to whether retirement includes voluntary retirement under the Scheme also. The bank projects that retirement is not inclusive of voluntary retirement. In order to substantiate its contention, reliance is placed on circular dated 20-11-1986, issued by Personnel Department, Head Office, New Delhi, on the strength of which the bank amended provisions, relating to voluntary retirement from service, for its officers. The circular makes it clear that Central Board of the bank, in its meeting held on 28-09-1986 amended the provisions relating to voluntary retirement and made provisions to the effect that the officer, who have completed 20 years of service or 20 years pensionable service as the case may be, may be permitted by the Executive Committee to retire from bank’s service subject to his giving three months notice in writing, or pay in lieu thereof, unless requirement is wholly or partly waived. Subsequently it was decided that provisions of voluntary retirement after 20 years of service/pensionable service be extended to award staff also. The amended provisions relating to voluntary retirement were made effective from 20-9-1986.

12. The word ‘retire’ has been defined in the Concise Oxford Dictionary as ‘cease from service’ or ‘give up office or profession or employment’. Meaning of the word therefore postulate a voluntary act on part of the employee. In its use in reflexive, the word ‘to retire’ would mean ‘to remove from service’. The Act does not define ‘retirement’. However, Section 2(q) of the Payment of Gratuity Act, 1972 defines the word, ‘retirement’ to mean ‘termination of service of an employee otherwise than on ‘superannuation’. In this context, meaning of the word would be comprehend as voluntary Act on the part of an employee seeking retirement under service regulations or tendering resignation or voluntary abandoning the job, besides punitive act of the employer.

13. A contract of service can be determined by a variety of modes. An employee may determine the contract by voluntary retiring from service, viz. by resigning the job or abandoning the job. Voluntary retirement means determination of contract of employment by volition of the employee himself. In voluntary retirement, contract of employment is determined on volition of the employee alone. When notice for voluntary retirement is given by an employee, the employer is merely left with an option to accede to the request of the employee. Reference can be made to the precedent in J.K. Cotton Spinning and

Weaving Mills Company Ltd. (1990 Lab.I.C. 1511). An employer may terminate contract of employment in terms of contract itself or he may terminate the contract as a measure of punishment inflicted by way of disciplinary action for an act of misconduct. Apart from the death of one of the parties, contract of employment may be determined by impossibility, frustration, transfer or closure of the undertaking. Contract may also be determined on reaching the age of superannuation or by continuous ill health of the employee. In this series, one of the mode of determination of contract of service would be acceptance of an offer of voluntary retirement under a scheme viz. determination of contract by a contract.

14. Words 'resignation' and 'retirement' carry different, meaning in common parlance, announced the Apex Court in UCO Bank [2004(101) FLR 437]. The Court ruled that an employee can resign at any point of time, even on the second day of his appointment, but in case of retirement, he retires only after attaining the age of superannuation or in the case of voluntary retirement on completion of qualifying service. Effect of resignation and retirement to the extent that there is severance of employment is one and the same, but in service jurisprudence both-expressions are understood differently. Expression 'resignation' and 'voluntary retirement' are deliberate abandonment of service, ruled the Apex Court in Syndicate Bank [2007 (114) FLR 977]. Thus, it is evident that voluntary retirement postulates retirement of an employee on completion of qualifying service. In contrast to voluntary retirement, termination of service can be brought about by either of the parties to the contract by determining contract of employment.

15. To optimize human resources and achieve balanced age and skill profile of its employees, the employer stipulates age of superannuation in contract of service. In service regulation too, age of superannuation is provided. Therefore, retirement age of an employee would be governed by service regulations from time to time by the statute or the employer, whether it be voluntary or compulsory retirement. For an employee to retire on reaching the age of superannuation, two things are necessary: (i) there must be stipulation on the point of retirement in the contract/service regulations, and (ii) stipulation must be with regard to the age of superannuation. When there is age of superannuation provided in contract of service/service regulations, the day the employee reaches date of his superannuation, it brings automatic retirement. Reference can be made to precedent in Ravi Majji GauriVara Prasad Rao [2008(119) FLR 944].

16. When an employee applies for voluntary retirement under the Scheme and his offer is accepted by his employer, it would lead to a concluded contract between the employer and the employee. His retirement under the Scheme is a contractual obligation. As the Scheme is not governed by any statute, the Contract Act 1872 would apply. Law to this effect was laid in Heavy Engineering Corporation Ltd. [2006 (109) FLR 355], G.S. Chaturvedi [2006(3) LLJ 950], H.P. Sharma [2006 (108) FLR 288], Board of Trustees [2006 (4) LLN 1] and Tribal Co-operative Market Development Federation of India [2008(3) LLJ 883]. Acceptance of benefits under the Scheme would debar the employee to approbate and reprobate facts. Whenever a voluntary retirement under a scheme, like one under consideration, is accepted, concluded contract emerges and there would be no need to rewrite the terms of the contract. Reference can be made to precedent in Kanank Behari Das [2005 LLR 235],

17. Now, I would turn to the factual matrix. The age of superannuation was provided in Para 15.13 of the Desai Award at 58 years. It has been mentioned therein that a workman shall normally retire on reaching the age of 58 years. Bank will, however, grant to the workman, who continue to be physically fit and efficient, extension of service upto 60 years of age, but service beyond 58 years of age will not be counted for any purpose connected with or in relation to pension. In the first Bipartite Settlement dated 19-10-1966, provisions relating to retirement age, as provided by Desai Award, were maintained. Thus, the word "retirement", has been construed to mean by the Bipartite Settlement as retirement on reaching age of superannuation. Here in the case, employees who offered to opt for the Scheme had not reached the age of superannuation. Therefore, theirs were not cases of retirement on reaching the age of superannuation.

18. The bank formed Staff Miscellaneous Voluntary Retirement State Bank of India Officers (Determination of Terms and Conditions of Service) order 1979 (in short the Order). in terms of the 4th proviso to Para 19.1 of the above Order, it was provided that the officer, who has completed 25 years of service or 25 years pensionable service as the case may be, may be permitted to retire from bank's service subject to his giving three months notice in writing or pay in lieu thereof unless requirement of notice is wholly or partly waived. The above provision was amended by the Central Board of the bank in its meeting held on 20.09.1986. Amended provisions provide that officer, who has completed 20 years service or 20 years pensionable service, as the case may be, may be

permitted to retire from bank's service subject to his giving three months notice in writing, or pay in lieu thereof, unless requirement of notice wholly or partly waived. It was also decided by the Central Board of the bank that provisions of voluntary retirement after 20 years of service/pensionable service be extended to the members of the award staff. Therefore, provisions of voluntary retirement for the award staff became effective from 20-9-1986, as detailed in circular issued by Personnel Division, Head Office, New Delhi, on 20-11-1986. Therefore, it is crystal clear that voluntary retirement may be sought by an employee after rendering 20 years of service/ pensionable service with the bank. In third Bipartite Settlement, provisions were made in respect of encashment of privilege leave, which provisions have been referred in preceding sections. As projected above, a workman is entitled to encash accumulated leave to his credit at the time of his retirement. Here, retirement would mean, retirement on reaching the age of superannuation or voluntary retirement on rendering 20 years of service. So, concept of retirement as projected in the provisions of third Bipartite Settlement refers to voluntary act on the part of the employee or in pursuance of service regulations relating to age of superannuation.

19. The Scheme was circulated by the bank amongst its officers/employees *vide* letter No.HRD:CDO:VRS:5 dated 10.01.2000. It was open to all permanent employees of the bank, except those specifically mentioned as ineligible, who had put in 15 years of service or have completed 40 years of age as on 31-12-2000 to opt for it. Following categories of employees were not eligible under the Scheme:

- “(i) Staff members who have executed bonds and not completed it. Staff members serving abroad under the special arrangement/bonds. Board of Directors may however, waive this, subject to fulfilment of the bond and further retirements.
- (ii) Employees against whom disciplinary proceedings are contemplated/ pending, or who are under suspension. This will also include employees against whom action has been initiated by Government agency/other law enforcing agencies.
- (iii) Employees appointed on contract basis.
- (iv) Watch and ward staff.
- (v) Specialist officers, and
- (vi) Highly skilled and qualified staff.

20. Under the Scheme, optees were to be granted ex-gratia amount and other benefits. The Scheme contemplates that the staff members whose request for

retirement under Scheme has been accepted by the Competent Authority, will be paid amount of ex-gratia of 60 days salary (pay+stagnation increment+ special pay+DA) for each completed year of service. For the above purpose, fraction of service of 6 months and above was to be taken as one year and accordingly service of less than six months was not be counted or salary for the number of months of service left, whichever was less. Fraction of a month, if any was to be ignored.

21. Members of staff were to be given other benefits, which are as follows:

- (i) Gratuity payable under the extant instructions on the relevant date
- (ii) PF contribution as per SBI Employees' Pension Fund rules as on the relevant date.
- (iii) Pension in terms of SBI Employees' Pension Fund Rules on the relevant date (including computed value of pension).
- (iv) Encashment of balance of privilege leave, as applicable on the relevant date.
- (v) Respective facilities extended to officers/others, such as retention of accommodation, telephone, car, continuation of housing loan etc. will be extended to officers/others retiring under the SBIVRS as per present dispensations, at the discretion of the competent authority. However, in such cases of retention of physical facilities, 50% of the amount of ex-gratia payable will be released only after the employee surrenders the facility. No interest, however, will be paid for the amount so withheld. All other outstanding loans/advances will be repaid before the date of retirement under SBIVRS, failing which the amount paid on ex-gratia and other termination benefits payable to the employee will be appropriated towards outstanding loans/advances and the balance amount only will be payable to the employees.

22. As projected above, encashment of balance privilege leave was to be allowed in terms of applicability as on the relevant date. At the cost of repetition, it is pointed out that encashment of balance of privilege leave is available to award staff who retires on reaching the age of superannuation or opts for voluntary retirement on rendering 20 years service/pensionable service with the bank. An employee's who has rendered less than 20 years service/pensionable service was not entitled to encashment of balance of privilege leaves, in case he tenders his resignation or abandons his job. To him, provisions of Para 15 of third Bipartite Settlement would not be applicable. It cannot be said that such a employee

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stood retired for the purpose of encashment of balance of his privilege leaves.

23. The Scheme was an offer of special dispensation made to the eligible officers/award staff. In case they make offer for the Scheme and that offer was accepted by the bank, such an employee was eligible for ex-gratia amount, gratuity, provident fund, besides pension as well as encashment of privilege if their eligibility was found on the relevant date. On 31-3-2001, a few members of award staff were found to have rendered less than 20 years service/pensionable service. Since they were eligible to opt for the Scheme, their applications were accepted and benefit of ex-gratia amount, gratuity and provident fund contributions were granted to them. Neither they were eligible for pension nor for encashment of balance of privilege leaves. Hence, these benefits were not granted to them.

24. Inadvertently, bank allowed encashment of balance of privilege leaves to a few members of the award staff, who had rendered less than 20 years service/pensionable service. When this mistake came to light, recoveries were effected from them. Aggrieved by that act, the Association projects that there is no difference in seeking voluntary retirement under service regulations and retirement under the Scheme. As projected above, voluntary retirement is an act of volition on the part of the employee and the employer merely accepts his request. However, in the matter of acceptance of offer of voluntary retirement under the Scheme, employee makes a proposal to the bank. On acceptance of that proposal, it leads to a concluded contract between the bank and the employee. This contract is governed not by any statute but by the Contract Act, 1872. Parties entered into contract with full knowledge relating to the terms of the Scheme floated by the bank. It was well within the knowledge of the members of the award staff that encashment of balance of privilege leave would be available as per eligibility as on 31.03.2001. Eligibility criteria of encashment of balance of privilege leave makes it clear that an employee should have rendered 20 years service/pensionable service. Thus offer of voluntary retirement was made by the members of the award staff knowing fully well the terms of the Scheme and the said offer was accepted by the bank. Now they are debarred to approbate and reprobate facts. They cannot project that their retirement is equal to voluntary retirement sought under the rules.

25. The Scheme was voluntary and not negotiable. If was provided in the offer documents that contents of

the Scheme shall not be deemed or construed as subject matter of right or contract of service. It was further provided therein that it will not be a subject-matter of any industrial dispute under the provisions of the Act and shall not be cited as a precedent, custom, convention, usage or practice anytime in future. These propositions make it clear that it was well within the knowledge of the members of the award staff that no industrial dispute shall be raised relating to the terms of the Scheme.

26. Legal obligations, created by will of contracting parties, are to be enforced by the courts, if the same are not impeachable on the ground of dishonesty or as being opposed to public policy. If the contract is not contra bonos mores or forbidden by law, the courts will not entertain a claim to render it ineffective and futile. The Scheme expresses intention of the parties regarding interpretation of terms and conditions contained therein. Interpretative right of terms and conditions of the Scheme was given to the bank providing that in case of a dispute as to interpretation of any of the terms and conditions of the Scheme, decision of the bank shall be final and binding on all parties concerned. This, finality clause makes it apparent that the parties agreed that in the event of any dispute relating to terms and conditions of the Scheme, decision of the bank shall prevail and treated as final. The bank took the decision as to whether retirement under the Scheme would amount to retirement for the purpose of encashment of balance of privilege leave and announced that it would not so amount. This decision is binding on the award staff whose applications were accepted by the bank under the Scheme. Now, effort has been made to rewrite the terms of the contract, which cannot be allowed, on the principle that parties to contract are to be allowed to regulate their rights and liabilities themselves and the courts will only give effect to the intention of the parties as is expressed by the contract. This Tribunal may intervene only in the circumstances when it is shown that the law itself, under certain circumstances, protects from the consequences of such a contract. No such case has been projected by the Association. In view of these reasons, it is apparent that the contract which was entered into between the parties is free from infirmities. After acceptance of the benefits under the Scheme, members of award staff cannot be permitted to question it. Their retirement, given under the Scheme, were under contractual obligation and different than voluntary retirement.

27. Reasons detailed above make me to conclude that the Association has not been able to forge a case in its favour. Claim putforward by the Association is not

sustainable. No relief is available either in favour of the Association or the in favour of the members of the award staff, who stood retired under the Scheme. Claim statement is, accordingly, brushed aside. An award is passed in favour of the bank and against the Association/award staff who opted for the Scheme. It be sent to the appropriate Government for publication.

R. K. YADAV, Presiding Officer

Dated: 29.10.2012

नई दिल्ली, 14 नवम्बर, 2012

का.आ. 3565.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाइरेक्टर, नेशनल रिसर्च सेंटर फार सितरस के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर के पंचाट (संदर्भ संख्या सी.जी.आई.टी/एनजीपी/49/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-11-2012 को प्राप्त हुआ था।

[सं. एल-42012/248/1999-आई आर (डी.यू.)]

सुरेन्द्र कुमार, अनुभाग अधिकारी

New Delhi, the 14th November, 2012

S.O. 3565.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/NGP/49/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the Director, National Research Centre for Citrus, and their workman, which was received by the Central Government on 12-11-2012.

[No. L-42012/248/1999-IR (DU)]

SURENDRA KUMAR, Section Officer

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/49/2000

Date : 8-10-2012

Applicant : Shri Ganesh Bhimrao Konde
C/o. Shri Pravakar Rao Bhoyar,
New Tandapeth, Chandrabhaga,
Nagar, Gandhibag, Nagpur-440022

Versus

Respondent No. 1: National Research Centre for Citrus,
(Indian Council of Agriculture Reserach)
Amravati Road, (Through the Director),
Nagpur-440001.

Respondent No. 2: The Assistant Administrative Officer,
National Ressearch Centre for Citrus,
Amravati Road, Nagpur-440001.

AWARD

(Dated : 8th October, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of N.R.C.C. and their workman, Shri Ganesh Bhimrao Konde, for adjudication, as per letter No. L-42012/248/99-IR (DU) dated 2-3-2000, with the following schedule :

"Whether the action of the management of N.R.C.C., Nagpur in terminating of services of Shri Ganesh Bhimrao Konde, Ex-Pump Operator w.e.f. August, 1998 is legal, proper and justified? If not, to what relief the said workman's is entitled and from what date?"

2. On receipt of the reference, the parties 'were noticed to file their respective statement of claim and written statement and accordingly, the applicant, Shri Ganesh Bhimrao Konde, ('the workman' in short), filed the statement of claim and the respondents No.1 and 2 filed their joint written statement.

The case of the 'workman as projected in the statement of claim is that he is a skilled worker, holding the certificate of electrician dated 20.07.1991 issued by the Government and apart from the said certificate, he has also the certificate of pump operator issued by "Vidarbha Electrical Services, Opposite Joshi Mangal Karyalaya, Dharampeth, Nagpur" for working as a diesel/ Electric pump operator from 16-11-1988 to 31-12-1991 and he was also issue with the certificate of wireman by. Sunflag Iron and Steel Co. Ltd., Mount Road, Sadar, Nagpur and he is qualified to hold and perform the job of pump operator, besides to work as an electrician and on the basis of such qualifications, on 07.09.1994, he was appointed as a pump operator and. electrician by the oral order of the respondent no.2 and during the tenure of his service, he used to sign the attendance and duty register containing certain concerning his job as pump operator and from the date of his appointment i.e. 7-9-1994, he worked continuously without any complaint till the date of his impugned illegal oral retrenchment, sometime in August, 1998. The further case of the workman is that at the time of his appointment, he was told that written appointment order would be given to him, after two years of service, when he would become a permanent employee and on one occasion, the Respondent no.1 had issued an experience certificate dated 7-9-1996 in his favour admitting that he has been working since last two years in his office, which implies that the total length of his service if calculated till the date of retrenchment, it would found that he had worked for about four years in the office of

the Respondents and in the month of August, 1998, the respondents came to know that Ramesh S/o Saliram Jaiswal to have filed a complaint against them before the Tribunal alleging that he was illegally retrenched from services and was victimized by them and the Respondents apprehending the wrongful consequences of the aforesaid legal proceedings and due to guilty mind, once again committed the same mistake and illegally retrenched him from services without giving him any prior notice or any reasonable ground for their decision. and on inquiry, it was revealed that he was replaced by some other two to three persons, who were declared as new appointees and though he tried to put forth his grievances and the manner in which he was victimized, before the respondent no. 2 and other officers of respondent no. 1, none agreed to redress his grievances and such facts clearly show that he was illegally terminated from services by the respondents no. 1 and 2, only to defeat his claim of permanency in the services and as he had worked continuously w.e.f. 07.09.1994 till August, 1998, he had become permanent in the post and the termination of his services was illegal, as the same was an oral order and not followed by any reason, much less good reason and such termination was also illegal as no previous notice or notice pay was given to him.

The workman has prayed to quash and set aside the order of termination issued in August, 1998 and to reinstate him, in service with continuity, full back wages and to declare him a permanent employee by virtue of the oral appointment and to grant him all other consequential benefits.

3. The respondents' no. 1 and 2 filed a joint written statement and resisted the claim of the workman.

In their written statement, denying all the allegations made by the workman in the statement of claim., respondents 1 and 2 have pleaded inter-alia that the National Research Centre for Citrus ("NRCC" in short) is a research institute having its farm on Amravati Road, Nagpur, where it carries on experimental and fundamental research on Citrus fruits in its orchards and the operation of research requires preparation of soil and the ancillary work of preparation of irrigation channel, basin cleaning, removal of weeds, cutting of wild grass etc. and such work is of seasonal in nature and therefore casual labour for the season are engaged for doing the work and since such post or engagement of such labours are not sanctioned by the Government, the work has to be got done through contract labours and their parent department, "the Indian Council of Agricultural Research" is under the Ministry of Agriculture, Government of India and as such, Rules, Bye laws and Regulations as well as service conditions and financial rules framed by the

Government of India from time to time are applicable to their employees and the recruitment and regularisation of their services are done as per the provisions laid down for Government Servants by the Government of India. The respondents 1 and 2 have further pleaded that in view of the above position, they had called quotations from different contractors for supply of skilled, semi skilled and un-skilled labours and the contractors whose quotations were accepted were given contract for supply of such labours for a particular period and then they entered into, written contracts with the contractors for supply of casual labours and, they had got themselves registered under section 12 of the contract Labour Act and the Assistant Labour Commissioner was being intimated as and when the contractor was changed and M/s. Vidharbha Security and consultancy Services had undertaken to get the work done through its labourers and the contractor used to raise the bill monthly, on the basis of the man days and as against that bill, payment was made by them by cheque and form and out of this amount, the contractor used to pay the wages to the labourers engaged by him and the records in respect of the names of labourers as well as their attendance were maintained by the contractor and for the period in question, such records were in the custody of the respective contractors and none of those records was maintained by them and the labours engaged and deployed by the contractors, for all purposes were the employees of the contractors and there was no relationship of master and servant between them and such labourers and in view of such facts, it was necessary for the workman to make the contractor a party to the dispute and since they are not the employer of the workman, the reference is bad for non joinder of necessary party and the same is liable to be answered in negative.

It if further pleaded by the respondents 1 and 2 that the necessity of water for the purpose of watering the plants was being met from three bore wells, but sometimes when water from the said bore wells was insufficient, they used to make arrangements for water by fixing a pump in the pump house of Ambajhari lake and the pump house was being used at the time of scarcity i.e. in the summer season and for supplementing the requirement as and when necessary and as such, the work of the pump operator was never throughout the year and though they had sought for sanction of the post of pump operator since the beginning, the post was not sanctioned by the Government and therefore, for doing the work of pump operator, a skilled labourer having electrical knowledge was requisitioned to the already existing contractor, who was supplying other labourers and in these circumstances, the claim of the workman that he was employed and engaged by them is not true

and they were not aware about as to whom the contractor had deputed or deployed to do the particular work' and moreover, the contractor never supplied names of the labourers deployed by him and since the contract of the contractor was terminated some time on 22-10-1997, the workman preferably/probably must have been withdrawn from work by the contractor and therefore, there was no question of termination of the services of the workman and the workman was never engaged by them and there was no relationship of employer and employee between them and the workman is not and the claim of the workman that his services were terminated and that he was not given the benefit of his earlier service is devoid of merits and the reference is not maintainable and the workman is not entitled to any relief.

4. Besides placing reliance on documentary evidence, both the parties have led oral evidence in support of their respective claims. The workman has examined himself as a witness in support of his case. One Shri Pramod A. Chunchuwar has been examined as a witness on behalf of the Respondents no. 1 and 2.

The workman in his examination-in-chief, which is on affidavit, has reiterated the facts mentioned in his statement of claim. However, in his cross-examination, the workman has admitted that in Ext.W-IV, it has been mentioned that he was engaged by Vidarbha Security Services in the pump house and he was not sponsored by the Employment Exchange for his engagement in N.R.C.C. and N.R.C.C. did not issue any appointment letter N.R.C.C. had given an advertisement in the news paper for appointment of pump driver and he was not called for the interview, and one Rajendra Done was selected as the pump driver in the interview and he was given the appointment.

5. Shri Pramod Anantrao Chunchuwar, the witness examined on behalf of the Respondents no.1 and 2 has also reiterated the facts mentioned in the written statement, in his examination-in-chief, which is on affidavit. In his cross-examination, this witness has stated that he has no personal knowledge about the engagement and retrenchment of the workman and his affidavit is on the basis of the documents available in the office and the workman worked as an electrician for N.R.C.C. from 1994 to 1998. This witness has denied the suggestion that the workman was engaged by N.R.C.C. in the year 1994.

6. At the time of argument, it was submitted by the learned advocate for the workman that the workman worked with the respondent no.2 from 7-9-1994 to

August, 1998 as a pump operator and during the said period of 7 years, no memo or charge sheet was ever issued against him and he had completed 240 days of work in every calendar year, but no retrenchment compensation was paid to him and as such, the termination of the services of the workman was illegal and the workman was appointed by the respondent no.2 on 7-9-1994 and he worked continuously till August, 1998, but the management of NRCC shown him as an employee of a contractor without his knowledge and the workman was working in the premises of NRCC for the management and under their supervision and the management shown him as the employee of the contractor only with the malafide intention to avoid to give the benefits of permanency to the workman and the services of the workman were terminated in August, 1998, without compliance of the provisions of section 25-F and 25-G of the Act and the termination of the workman from services w.e.f. August, 1998 is illegal, arbitrary and ab-initio void and therefore, the workman is entitled to be reinstated in service with continuity and full back wages.

In support of such contentions, the learned advocate for the workman placed reliance on the decisions reported in 2011 (5) Mh. L.J.-503 (Devinder Singh Vs. Municipal Council), 2010(5) Mh L J- 244 (Anoop Sharma Vs. Executive Engineer) and 2011 (6) Mh L J -318 (Pandit Vs Deputy Commissioner P.H.D.)

7. Per Contra, it was submitted by the learned advocate for the respondents no.1 and 2 that for performing seasonal nature of work, such as preparation of soil and its ancillary work of preparation of irrigation channels, basin cleaning, removal of weeds of grass, cutting of wild grass etc, casual labourers were required to be engaged by the respondents no. 1 and 2 and as post of casual labourers were not sanctioned, such works were got done through contract labourers and the different respondents No. 1 and 2 had called for quotations from contractors for supply of all types of casual labourers and quotations of M/s. Vidharbha Security and Consultancy Services was accepted and the said agency was given contract by entering into a written agreement signed, on 31-1-1991, which was further extended from time to time and the post of T-1 pump operator was sanctioned by the government by order dated 16-5-1997 and after following the due procedure of recruitment and selection, one Rajendra Dearao Dhone was selected and appointed against the said post and the workman was never employed by the respondents but he was the casual labourer engaged by the contractor and deployed by him and the workman was not successful in the

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interview including in the written test, so he was not offered the post of Pump Operator and it is clear from the evidence adduced by the workman including his oral evidence that he was engaged by the contractor and after termination of the contract with Vidharbha Security and consultancy services, the contractor had withdrawn his labours including the workman w.e.f. 22-10-1997 and as the workman was engaged through the contractor, he has no right to be continued in service of NRCC, in view of the decision of the Hon'ble Apex Court in the case of Secretary, State of Karnataka Vs. Uma Devi & others, reported in (2006) 4- SCC-1 and the workman is not entitled to any relief.

8. On perusal of the record including the evidence adduced by the parties, it is found that the workman was engaged in NRCC from 7-9-1994 to August, 1998. Though, it is the claim of the workman that he was appointed by respondent no. 2, the documents produced by himself and his admission clearly show that he was engaged and deployed by the contractor to work with the respondents 1 and 2 and he was a workman of the contractor. In support of his claim, the workman has produced Ext. W - IV, the certificate issued by the Asstt. Administrative Officer on 7-9-1996. In Ext. W-IV, it has been clearly mentioned that the workman was working as an electrician cum pump operator through the contractor, M/s. Vidharbha Security and Consultancy Services, Nagpur. The evidence produced by the workman clearly shows that he was a contract worker and he was engaged and deployed by M/s. Vidharbha Security and Consultancy Services, Nagpur. In view of such facts, the submission made by the learned advocate for the workman that the management had shown the workman as an employee of the contractor, without the knowledge of the workman has no force.

It is also clear from the evidence on record that the post of pump operator was sanctioned by the Government by order dated 16-5-1997 and to fill up the said post, due procedure of recruitment and selection was made by the respondents 1 and 2 and one Shri Rajendra Dhone was selected and appointed as the pump operator.

9. The expression "employed" used in S.2(S) of the Act has two known connotations. The context would indicate that it is used in the sense of a relationship brought about the express or implied contract of service in which the employee render service for which, he is engaged by the employer and the latter agrees to pay him in cash or kind as agreed between them or statutorily prescribed. It discloses a relationship of command and

obedience. The essential condition of a person being a workman within the term of the definition is that he should be employed to do the work in the Industry and there should be a relationship between the employer and him as between employer and employee or master and servant. Unless a person is thus employed, there can be no question of his being a workman within the definition of the term as contained in the Act. Where a contractor employs a workman to do the work which he contracted with a third person to accomplish on the definition as it stands, the workman of the contractor would not without something more become the workman of that third person.

In this case, as the workman was employed by the contractor, he cannot be said to be workman of the respondents 1 and 2, who had engaged the contractor to accomplish the work. Hence, there is no question of appointment or retrenchment of the workman by the respondents no. 1 and 2. In the result, it is ordered:-

ORDER

The reference is answered against the workman. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 16 नवम्बर, 2012

का.आ. 3566.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, धनबाद के पंचाट (संदर्भ संख्या 72/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-11-2012 को प्राप्त हुआ था।

[सं. एल-20012/41/2004-आई आर (सी-1)]

अजीत कुमार, अनुभाग अधिकारी

New Delhi, the 16th November, 2012

S.O. 3566.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 72/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. ECL, and their workman, which was received by the Central Government on 16-11-2012.

[No L-20012/41/2004-IR (C-1)]

AJEET KUMAR, Section Officer

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 1), DHANBAD

In the matter of a reference under Section 10 (1) (d) (2A) of the Industrial Disputes, Act, 1947

Reference No. 72 of 2005

Parties: Employers in relation to the management of
 Mugma Area of M/S. E.C.L.

And

Their workman

Present : Shri Ranjan Kumar Saran, Presiding Officer

Appearances:

For the Management Sri D.K. Verma Advocate

For the Workman Sri S.C. Gaur Advocate

State: Jharkhand, Industry : Coal

Dated : 5-11-2012

AWARD

By order No. L-20012/41/2004-IR (C-I.) dated 29-7-2005 the Central Government in the Ministry of Labour has in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :—

SCHEDULE

“Whether the demand of the Bihar Pradesh Colliery Mazdoor Congress from the management ECL, Mugma Area that the date of birth of Sh Jasim Singh Tyndle, may be corrected as 1946 instead of 25-1-1943 is justified? If so, to what relief is the workman entitled?”

The above dispute has been referred to this Tribunal for answer. After service of notice the workman submits his case in his written statement that his actual year of birth was 1946 not 25-1-1943 as recorded by the management in his service records and service book. He submitted that previously he was working in Laxmi Mata Colliery, and subsequently his service was transferred to the present management and the management illegally recorded his date of birth as 25-1-1943 to curtail his benefits. He further submitted that he raised issue, much earlier before the management through the union but the management retired him taking his date of birth 25-1-1943 pending conciliation before the Labour Department. The concerned trade union also takes the similar stand as that of workman.

On the other hand the management recorded the date of birth of the workman as 25-1-1943. It completely denied the fact that the Laxmi Mata Colliery was merged with the present colliery or the workman has been transferred from Laxmi Mata Colliery to present colliery. He further submitted from the date of appointment of workman in the present colliery, the date of birth of the workman was 25-1-1943.

In support of their claim, they filed documents and examined one witness and workman also examined one except the union. The documents of workman W-1 is the Identity Card of Laxmi Mata Colliery where on the date of birth column it is written only 1946. On W-2 document the age of workman is 30, as on 1973, that is the year of appointment of the workman. Moreover in the service record of the workman maintained by the management the date of birth of the workman is 25-1-1943. The workman though illiterate did not challenge the so called wrong recording if any at the initial stage when the service excerpt was served on him. But his claim at the far end of service may not be entertainable. Moreover it is pertinent to refer his evidence recorded before this court on oath which is quoted below.

Dipu Chandra of MCC has raised my Industrial Dispute. W.S. filed on my behalf does not bear my Signature. My date of birth has been written in Pension Form P.S.-III as 25-1-1943. In the service Excerpt issued to me also contains the date of birth as 25-1-1943. I have not raised any objection regarding my date of birth in the service Excerpt. This is the service Excerpt marked as Ext. M-I.

He has further stated in his evidence as follows :

I have been medically examined for age determination.

If this is the state of affair the workman has also not raised any dispute. It is raised by one Dipu Chandra of MCC. If Dipu Chandra raised the dispute for their workman what prevented him not to raise the same at the earlier part of service career of the workman. Belated claim, without any valid document under no circumstance will be accepted by this Tribunal. Moreover workman in his evidence has given a complete story to his case. Therefore reference submitted for answer is answered in negative against the workman and his date of birth as mentioned in his service excerpt is taken by this Tribunal as correct.

R. K. SARAN, Presiding Officer